

**DAQRI SMART GLASSES
PLATFORM SERVICE AGREEMENT & TERMS**

Date: October 10, 2018

UNLESS OTHERWISE AGREED IN A SIGNED WRITING BETWEEN THE PARTIES, THIS DAQRI PLATFORM SERVICE AGREEMENT & TERMS (THIS “AGREEMENT” OR “Agreement”) IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DAQRI, LLC OR ITS AFFILIATE DAQRI INTERNATIONAL LIMITED AND YOU AND/OR THE LEGAL ENTITY YOU REPRESENT. “You” and “Your” refer to the individual seeking to use the Software or Services. If You use or are seeking to use the Software or Services discussed herein in connection with employment activities which You are doing for a business, company or corporate entity (“Company”), whether as an employee or contractor, the terms “You” and “Your” relate to both You the individual and the Company and terms hereof are binding upon both You as an individual in Your individual capacity as well as the Company. In addition, You represent and warrant that You have the authority to bind such Company, and that such Company has authorized You to accept the terms of this Agreement on its behalf.

If You are in the United States, Your contracting party is DAQRI, LLC; if You are outside of the United States, Your contracting party is DAQRI International, Ltd. (DAQRI LLC and DAQRI International, Ltd. Collectively are referred to herein as “**DAQRI**,” “**we**,” “**us**” or “**our**”).

DAQRI is pleased to provide You access to, and use of, DAQRI Smart Glasses and/or Services (defined below). The terms of this Agreement apply to Your purchase of the DAQRI Smart Glasses and/or, access to, and use of, any Services. DAQRI does not accept and hereby expressly objects to and rejects any terms contained in any purchase order or other document that are different from, conflict with, modify and/or add to this Agreement.

By clicking on the “I Agree” or “I Accept” buttons or boxes or similar boxes that signify Your intention to be bound by this Agreement, You acknowledge and agree that You are 18 years or older and that You have read this Agreement, understand it and agree to be bound by its terms and conditions. If You do not agree to be bound by this Agreement, DAQRI is unwilling to and does not provide or grant any of the rights and services referenced in this Agreement. If You do not agree to be bound by this Agreement, You may not use any Services, You may not commence any installation process, and You shall not use the Software or retain any copies of the Software or Documentation. Any use or possession of the Software, Services and/or Documentation by You is subject to this Agreement. DAQRI may suspend or terminate Your use of the Software, Documentation and/or Services if You fail to comply with any part of this Agreement.

You may not use the Software, Documentation or Services and may not accept this Agreement if You are a person prohibited from receiving the Software or Documentation and/or are prohibited from using the Services under the laws of the United States or any other country including the country in which You are resident or in which You use the Software.

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**”) this Agreement 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, (ii) by sending notice to the account registered with the DAQRI Smart Glasses or the Services 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 Services or by messaging linked to the account

of the DAQRI Smart Glasses or Software (defined below). After DAQRI has provided such notice, by selecting the “I Accept” button, continuing to use the Software or Services, or downloading, installing, accessing or otherwise copying or using all or any portion of the Software, You acknowledge and agree that You have consented to all such modifications and agree to be bound to the terms thereof. If You do not select the “I Accept” button after DAQRI modifies this Agreement, but You nevertheless install, access or otherwise copy or use all or any portion of the Software or the Services, the modified version of the Agreement shall automatically be deemed effective thirty (30) calendar days after the date upon which they are initially posted at www.daqri.com/legal. If DAQRI intends to apply any changes retroactively to this Agreement, DAQRI will provide You with notice of such retroactive changes by email. No modification to this Agreement shall apply to any dispute of which DAQRI had actual notice before the date of the modification. If DAQRI revises this Agreement and seeks Your consent to be bound by the modified terms of this Agreement and You do not agree to be bound by such revised terms before using the DAQRI Software, Services and Device again, then notwithstanding anything to the contrary, DAQRI reserves the right to terminate Your Account and use of the Services and, to the extent allowable under applicable law, limit or prevent You from using all or certain functions of the DAQRI Smart Glasses, Services, or Software. DAQRI may also terminate this Agreement, effective immediately upon notice, or may suspend your rights to use any of the DAQRI Software and Services if you fail to accept any new Agreement terms, and if you fail to consent to modifications 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, DAQRI may, unless prohibited by applicable law, require you to install mandatory updates or terminate your license to use the DAQRI Smart Glasses. If at any time you do not agree to any provision of the then-current version of this Agreement, your right to use the Service will immediately terminate, and you must immediately stop using the Service. For additional terms relating to modifications to other DAQRI agreements and usage guidelines, see [Section 17.4](#), below.

THERE ARE IMPORTANT WARNINGS ABOUT THE DEVICE THAT YOU MUST READ BEFORE USING THE DEVICE AND SERVICES, WHICH ARE AVAILABLE INSIDE THE BOX AND/OR ON DAQRI’S WEBSITE (WWW.DAQRI.COM/LEGAL). BY USING THE DEVICE AND SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND THESE WARNINGS AND INSTRUCTIONS.

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

1.1 “Account” means the account created by the user to access the Services.

1.2 “Analytic Data” means (1) data that is based upon analyzing or results from capturing, storing or processing User Generated Content; (2) metadata related to the use of the Device; (3) technical information related to the use of the Device; and (4) analytic, usage, diagnostic or demographic data related to the use of the Device.

1.3 “API” means the Device API necessary for an Application to be built and run on Devices.

1.4 “Application” means a Developer Application, DAQRI Application or Third-Party Application.

1.5 “Application Guidelines” means DAQRI’s then current guidelines for the design, distribution, licensing and performance of Applications.

1.6 “Authorized Contractor” means a contractor engaged by You who has entered into a written agreement with You enabling You to require that such contractor be bound by all obligations under this Agreement that are protective of DAQRI.

1.7 “**Captured Analytic Data**” is a sub-category of Analytic Data and is defined in in Section 1.9 below.

1.8 “**Captured UGC**” is a sub-category of User Generated Data and is shall have the meaning set forth in Section 1.9 below.

1.9 “**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”).

1.10 “**Content**” means User Generated Content and Captured Content.

1.11 “**DAQRI Application**” means the Device Applications and the SDK Applications.

1.12 “**Developer Account**” means an Account necessary to access the Developer Portal.

1.13 “**Developer Application**” means a software application that is developed by You or on Your behalf using the SDK, and all current and future versions of that software application.

1.14 “**Developer Portal**” means the DAQRI online developer portal located at developer.daqri.com or such other URL as DAQRI may designate, that includes, without limitation, access to the API, Software, Documentation, and other related information.

1.15 “**Device**” means the combination of DAQRI Smart Glasses® and DAQRI Compute Pack® that DAQRI has provided to You and as specified in Your purchase documentation entered into with DAQRI.

1.16 “**Device Application**” means any application preinstalled on the Device, except for Third-Party Applications.

1.17 “**Documentation**” means Application Guidelines and any other documentation that DAQRI or its affiliates provides or otherwise makes available to You that is authorized by DAQRI or its affiliates to be the then current documentation describing instructions of use for or specifications or performance of the Device, Software and/or Services.

1.18 “**Mandatory Updates**” has the meaning set forth in Section 2.11 below.

1.19 “**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.

1.20 “**Open Source Software**” means any software that is considered open source software or is licensed for use pursuant to an Open Source License.

1.21 “**Permitted Use**” means the development and testing of Developer Applications in compliance with the requirements of this Agreement or operating the Device.

1.22 “**Privacy Policy**” means DAQRI’s then current privacy policy for users of the Services and available at www.DAQRI.com/legal.

1.23 “Sample Code” means examples of Applications or parts of Applications in source code format provided by DAQRI via the Developer Portal.

1.24 “SDK” means collectively the API, SDK Libraries Documentation, Sample code, and software development Tools that enable the development and deployment of functional Applications.

1.25 “SDK Libraries” means a libraries or code provided or licensed to You by DAQRI that is designed to be included, called or linked by a Developer Application.

1.26 “Service(s)” means the services made available to You by DAQRI for use in connection with using the Device and/or developing Developer Applications.

1.27 “Software” means any (i) software and firmware, (in each case, in source code and/or object code); and (ii) DAQRI Applications, simulators, tools, and libraries (in each case, only in object code); and (iii) data and files that are part of Sample Code, API, or SDK.

1.28 “Statistics” has the meaning set forth in Section 10.

1.29 “Suggestions and Feedback” has meaning set forth in Section 17.2 below.

1.30 “Third-Party Application” means a software application licensed from a party other than DAQRI that is to be used with the Device and utilizes the APIs and/or operates via use of any Services, and all current and future versions of that software application.

1.31 “Tools” means software packages, libraries and applications provided in the SDK that enable development, compilation, linking, debugging, and deployment of software Applications.

1.32 “User Generated Content” means that content that is not Analytic Data (such as photographs or videos) that You cause Device to store or transmit.

2. ACCESS TO SERVICES AND PORTAL; GENERAL USE AND DEVELOPMENT TERMS AND RESTRICTIONS.

2.1 Cost and Legal Compliance Responsibility. You are solely responsible for all costs and expenses related to development of any Developer Application. You agree to comply with all applicable laws when using Services and developing and distributing Developer Applications.

2.2 Developer Portal Terms. Any access to or use of the Developer Portal shall be subject to this Agreement as well as any other terms that You may be asked to agree to via Your use of Developer Portal.

2.3 Account Credentials. If use of any of the Services require You to open an Account with DAQRI, You must complete the registration process for such Account by providing DAQRI with current, complete and accurate information as prompted during the online registration. You also must choose a password, and You will be required to be bound by certain terms and conditions as a condition of opening the Account. You are solely responsible for keeping Your Account information and password confidential and for all activity that occurs under Your Account. You must notify DAQRI immediately regarding any unauthorized use of Your Account or any other breach of security with respect to the Account. Except as set forth below, You shall not distribute Your password or otherwise allow third parties to access the password protected features of the Services using Your password. You are responsible for maintaining appropriate security, protection, and backup for Your Account and for all activities that occur under or are otherwise associated with Your Account.

2.4 Captured UGC License. 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 in connection with and as necessary to facilitate DAQRI providing the Services. 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 Services and Developer Application, and that all Captured UGC will comply with all applicable laws and regulations. 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.

2.5 DAQRI Servers and Content. You acknowledge that certain Content may be stored on servers and You hereby acknowledge and accept that such servers may be owned, managed or controlled by DAQRI, or one of its affiliates or service providers. DAQRI may delete or modify any Content to the extent needed to comply with applicable law or protect or decrease risk of harm to any of the following: DAQRI software or hardware, Content, DAQRI affiliates' software or hardware, third party services and third party owned or operated hardware. Without limiting the foregoing, 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.

2.6 System Requirements. To access and use the Device, Software and/or Services, You will need a computer that meets the system and compatibility requirements for the Device, Software and Services, with working Internet access. All system requirements for use of the Device, Software and Services may change at any time. Your ability to access and use the Device as well as its performance may be affected by these factors. Obtaining all system requirements and the associated costs are Your responsibility.

2.7 Technical Support. During the term of this Agreement, You may contact DAQRI with technical support inquiries or other business inquiries using the communication methods designated by DAQRI for such inquiries. DAQRI will use reasonable efforts to provide technical support in accordance with DAQRI's then current technical support policies. In the event that You are required to provide Your Device to DAQRI for technical support or warranty related reasons, You are required to remove all User Generated Content from Your Device prior to submitting such Device to DAQRI. **YOU ARE SOLELY RESPONSIBLE TO BACK UP ANY USER GENERATED CONTENT ON A DEVICE THAT IS SUBMITTED TO DAQRI FOR TECHNICAL SUPPORT OR WARRANTY RELATED ISSUES AND DAQRI IS NOT RESPONSIBLE FOR ANY RETENTION OR PROTECTION OF ANY USER GENERATED CONTENT ON A DEVICE SUBMITTED TO DAQRI FOR TECHNICAL SUPPORT OR WARRANTY RELATED REASONS.**

2.8 Limitations on Use of Services and Software. You are responsible for complying with all Documentation, requirements, and instructions, to ensure normal operation and use of the Services by or through the Developer Application(s) and/or Your systems that interface with the Developer Application(s). Except as otherwise expressly permitted herein, You agree not to sublicense, transfer, assign, share, sell, resell, rent, lease, lend, or otherwise provide access to Your Developer Account or any Services or the Software provided therewith, in whole or in part, to anyone. You shall not (1) reverse engineer, disassemble, decompile or access any part of the Device, Software and/or Services to view or use any source code or trade secrets of the Device, Software and/or Services; (2) attempt to gain unauthorized access to the Device, Software, Services, or any related systems or networks; (3) excessively use the overall network capacity or bandwidth of the Services or otherwise burden the Services with unreasonable data loads; (4) rent, lease, loan, or provide or distribute the Software, Services and/or Documentation, except as expressly permitted herein; (5) modify any Software and/or Documentation except as expressly permitted

under this Agreement; or (6) reproduce, distribute, publicly perform, publicly display or create derivative works of or based on the Software and/or Documentation, or disclose, provide or otherwise transfer, in any manner, to any third party, the Software (except as expressly permitted for the Sample Code), Documentation or any portion thereof. You agree not to harm or interfere with DAQRI's networks or servers or any third-party networks or servers connected to the Services or otherwise disrupt other users' use of the Services. You shall abide by all Application Guidelines, as well as all applicable local, state, national, and foreign laws, treaties and regulations in connection with Developer Application(s) and Your use of the Services, including without limitation those related to privacy and data collection, international communications, and the transmission, and storage of technical or personal data. You understand there may be storage capacity, transmission, and/or transactional limits for the Services both for You as a developer and for Your end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the Services or may be unable to access or retrieve data from such Services. Such limits may be based on device type, design of the Developer Application, or other factors.

2.9 Right of Modifications, Suspension and Termination. Notwithstanding any remedies that may be available under any applicable law and without limiting DAQRI's right to terminate access to, or use of, the Software or Services and/or this Agreement, DAQRI may temporarily or permanently deny, limit, suspend, or terminate Your access to, or use of, all or any portion of the Services or Software without penalty and with or without notice, if DAQRI believes, in its sole discretion, that: (a) You are in breach of this Agreement, including without limitation any failure to pay amounts when due; (b) Your Account has been compromised or has been inactive for more than 8 months; (c) Your Account information is or becomes inaccurate or incomplete; (d) You have performed any act or omission that violates any applicable law, rules, or regulations; (e) You have performed any act or omission which is harmful or likely to be harmful to DAQRI, the Services, the Software, or any other third party, including other users or suppliers of DAQRI; (f) You made use of the Services or Software to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act; (g) DAQRI has insufficient rights to provide the Services or the Software, or the terms under which the Services or Software may be made available impose upon DAQRI terms or risks that are not reasonably acceptable to DAQRI or its affiliates; (h) any of the Services or Software require updating or servicing or (i) DAQRI must take such action to protect it or its users', customers', service providers' or affiliates' rights or systems. DAQRI reserves the right to modify its API, Documentation, Software, Tools, Developer Portal, Application Guidelines and policies relating to the Services and Software at any time, effective upon posting of an updated version of such policies on the Developer Portal.

2.10 EULA Requirement. Your use of any Device is subject to You being bound by the terms and conditions of the Device End User License Agreement ("**Device EULA**"). The most current version of the Device EULA is found at www.DAQRI.com/legal and You acknowledge that You have reviewed and agree to be bound by the Device EULA. To the extent there is any conflict between this Agreement and the Device EULA, the terms of this Agreement shall control.

2.11 Updates. At all times, DAQRI reserves the right to discontinue or make changes, additions or improvements to the Device, Software or the Services; or to discontinue any product at any time. You may receive notices of the availability of new versions of any Software (collectively "**Updates**") for purposes of general updates, bug fixes or improvements. Updates may be applied automatically in some situations. In some situations, You will have the option to decline an Update, in which case the Device, Software or Services may not perform properly. In some situations, an Update may be required for functionality, security or safety of the Device, Software, and/or Services, and if DAQRI informs You that such 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 the Device, Software and Services. If You block the installation of or fail to install any Mandatory Updates, DAQRI is permitted to cease providing certain Services or Software and You acknowledge that certain features of Software, Services, and/or Device may not be available or operational.

3. LICENSE GRANTS BY DAQRI OR THIRD PARTIES AND OWNERSHIP.

3.1 Use of Developer Portal and Services. Subject to the terms and conditions contained herein, You may access and use the Developer Portal and Services only for the Permitted Use. All use of Developer Portal and Services may allow You to access other software or materials and separate terms may govern the use of such specific software or materials as further specified herein.

3.2 Documentation. You may reproduce and use a reasonable number of copies of the Documentation solely in support of Your Permitted Use. Distribution of the Documentation is prohibited without the express written permission of DAQRI.

3.3 Third-Party Licenses. The Software may include third-party programs, including but not limited to software licensed under open source terms. The license terms associated with those programs apply to Your use of them, and in some instances such programs cannot be used or further distributed without a license from the respective owner of such programs. You shall be solely responsible to (i) obtain, if necessary, a separate and independent license from such owner with respect to any such use, and (ii) include all applicable license terms and notices in the Developer Application for third-party programs contained in the Software that are distributed as part of the Developer Application. The delivery of the Software does not convey a license, nor imply any rights, to use third-party programs. A separate and independent license for such use may be required and You shall be solely responsible to verify whether such license is needed in conjunction with Your use of such third-party programs. You acknowledge that any notices, licenses or materials that must be provided to You under third-party license terms, or by applicable law, may be provided to You by posting such notices, licenses or materials at a link referenced at www.DAQRI.com/legal.

3.4 License to API. DAQRI hereby grants to You, subject to the terms and conditions herein, a personal, non-sublicensable, non-transferable, non-exclusive, revocable, limited license to use the API to develop Developer Applications.

3.5 License to SDK Libraries. DAQRI may, in its sole discretion, provide You certain SDK Libraries. DAQRI hereby grants to You, subject to the terms and conditions herein, a personal, non-sublicensable, non-transferable, non-exclusive, revocable, limited copyright license, to link with or call such SDK Libraries within Developer Applications. You are prohibited from and agree not to modify, view or reveal the source code for any SDK Libraries.

3.6 License to Sample Code. DAQRI may, in its sole discretion, provide You certain Sample Code. DAQRI hereby grants to You, subject to the terms and conditions herein, a personal, non-sublicensable, non-transferable, non-exclusive, revocable, limited copyright license, to modify the Sample Code, compile into object code the Sample Code and Your modifications thereto, and reproduce and distribute such compiled object code as part of the Developer Application. Developer Applications that contain any Sample Code or modifications of Sample Code must contain material additional functionality or features not present in Sample Code.

3.7 Additional Software. DAQRI hereby reserves the right to provide or otherwise make available, at its discretion, additional software to You from time to time. Any additional software or documentation that DAQRI provides to You by express reference to this Agreement will be considered to be part of the Software or Documentation, as the case may be, and subject to all terms and conditions of this Agreement. By accepting, possessing or using such additional software or documentation, You agree that the terms of this Agreement will apply thereto.

3.8 Ownership and Retention of Rights. You will own all rights in Developer Application except for those parts of Developer Application that are or include SDK, API, Sample Code or any other intellectual property owned or licensed by DAQRI or a third party. DAQRI and its affiliates and

licensors hereby retain all rights, title, and interests in and to the Device, Application Guidelines, Software, Services, and any other software provided to You by DAQRI hereunder, including without limitation all copyrights, patent rights, trademark rights and all other intellectual property rights therein or related thereto. Any rights not expressly granted to You herein are hereby reserved by DAQRI or its licensors.

4. DEVELOPER GUIDELINES AND RULES

4.1 Application Guidelines Generally. This Section 4 contains certain rules You must follow when developing a Developer Application but You agree to also follow our then current Application Guidelines whenever You develop and distribute any Developer Application.

4.2 Development and Distribution of Developer Applications Generally. You may develop and publish or otherwise distribute any Developer Application to any third party if You comply with the following: (i) such Developer Application complies with DAQRI's then current Application Guidelines ; (ii) You own or have secured all intellectual property rights necessary to reproduce and distribute the Developer Application; and (iii) such development, publication or other distribution complies with the terms of this Agreement and any third-party agreement terms applicable to the development and distribution of the Developer Application. DAQRI reserves the right to not provide Services or take steps to prevent the operation of a Developer Application that does not comply with current Application Guidelines. You will immediately cease any use or distribution of Developer Applications for any Developer Applications that do not meet the then current Application Guidelines; or if DAQRI reasonably believes that the continued use or distribution of such Developer Application is: (a) in violation of this Agreement; (b) will cause harm to DAQRI, You, the Device, or any other DAQRI products; or (c) is unlawful.

4.3 Recognition Development. You agree to not use any tools or methods, other than the Tools and Software, for the purpose of generating 3D object recognition and tracking capabilities in Developer Applications. Any Developer Applications that You create or develop using the Tools and/or Software shall not access any third-party service or software not provided by DAQRI under this Agreement for the purpose of image recognition.

4.4 Use of Software Only For Development. Development of Developer Applications by You using unauthorized third-party software or applications, such as Vuforia, CraftAR, Wikitude is expressly prohibited.

4.5 Third-Party Claims Regarding Developer Applications. You represent and warrant that You have obtained all necessary permission and licenses from all holders of intellectual property rights, if any, in material or code appearing, used or recorded in any Developer Application that You create or develop with the Software and/or Documentation. You will defend and indemnify DAQRI and its employees, directors, officers and affiliates ("**DAQRI Parties**") from and against any actions, suits, claims, demands and damages brought, imposed or claimed against any DAQRI Parties, caused by, arising out of or relating to: (a) Your development, licensing or distribution of any Developer Application using or with materials not provided by, or available through, DAQRI; (b) Your development or inclusion of any modifications to Sample Code; (c) Your breach of any data privacy related laws when offering, developing or distributing a Developer Application; or (d) Your breach of any terms of this Agreement related to Developer Applications. DAQRI must approve any settlement of any Claims.

4.6 Developer Application Privacy Policy. Your Developer Application must at all times have and display an up-to-date privacy policy that complies with all applicable laws and clearly and conspicuously discloses to users how You collect, use, store and disclose user data through the Developer Application. You must update Your privacy policy if You change the way You collect, use, store, or disclose user data. You are solely responsible for the security of the data being transmitted through the Developer Application to server(s) or systems owned or operated by You, or by a third party designated by

You (e.g., a web hosting company, processor, or other service provider). You acknowledge that DAQRI shall not be liable for any improperly processed or unauthorized transactions or illegal or fraudulent access to Your Developer Account or the Developer Application.

4.7 Materials In Developer Application. You will not include in Developer Application or design Developer Application to display, access or store any content or materials of any kind that (a) are infringing, obscene, pornographic, threatening, defamatory, libelous, violative of third-party privacy rights, unlawful or tortious, (b) contain software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs, or (c) interfere with or disrupt the integrity or performance of the Service or the data contained therein.

4.8 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 Developer Portal and/or 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 4.8 must be submitted by the copyright owner or an agent authorized to act on the copyright owner's behalf.

5. RESTRICTIONS AND INFORMING DAQRI OF VIOLATIONS.

5.1 Proprietary Notice Restrictions. You may not disable, remove, hide, disfigure or otherwise modify any copyright notices, watermarks or other proprietary notices generated by any of the Software.

5.2 Open Source Restrictions. You shall not incorporate, link, distribute or use any Open Source Software with or in conjunction with any Software and will not include any Open Source Software within a Developer Application in a manner that would: (a) cause any of the Software to be subject to or governed by the terms of an Open Source License; (b) require DAQRI to distribute any of the Software; or (c) require DAQRI to distribute, or make available to anyone, any of the source code for any Software.

5.3 Violation Notice. If You become aware of any violations of this Agreement by You or any Authorized Contractor, then You will: (i) provide prompt written notice to DAQRI of such violation and (ii) in the case of any violations by any of Your Authorized Contractors, immediately cease using such Authorized Contractor to perform any activities related to this Agreement.

6. FEES AND PAYMENT. You agree to pay the applicable fees and amounts for use of the Services set forth in the applicable purchase agreement or terms for the Device and/or certain Services (the "Fees"). You acknowledge that any failure to pay Fees may result in DAQRI limiting access to certain Services or Software.

7. CONFIDENTIALITY. You hereby acknowledge and agree that the Services and any information relating to the Services (including, without limitation, any information regarding Service availability, performance, benchmarking, confidential business terms or the like), the Software (including the Sample Code), Analytic Data, Captured UGC, the Documentation, and any related information and communications from DAQRI which DAQRI has designated as confidential and proprietary information of DAQRI are the proprietary and confidential information of DAQRI ("**Confidential Information**"). You shall not, except as expressly permitted in this Agreement, disclose, or permit the disclosure of, the Confidential Information in any form to any third party without DAQRI's prior written permission. You further acknowledge and agree that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm and significant injury to DAQRI that would be difficult to ascertain or quantify.

Accordingly, You agree that DAQRI shall have the right to seek and obtain injunctive or other equitable relief to enforce the terms of this Section 7 and without limiting any other rights or remedies that DAQRI may have.

8. LIMITED WARRANTY, DISCLAIMER AND WARNINGS.

8.1 LIMITED WARRANTY. DAQRI WARRANTS THAT THE DEVICE WILL BE FREE FROM MATERIAL DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL CONDITIONS OF USE FOR A PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY TO YOU. YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF THE AFOREMENTIONED WARRANTY WILL BE THE REPLACEMENT, REPAIR OR REFUND OF THE PURCHASE PRICE OF THE DEVICE, AS DETERMINED BY DAQRI IN OUR SOLE DISCRETION. ANY REPLACEMENT OF A DEVICE BY DAQRI MAY BE A REPLACEMENT WITH A REFURBISHED DEVICE. DAQRI WARRANTY CLAIMS MUST BE SUBMITTED IN ACCORDANCE WITH DAQRI'S STANDARD PROCEDURES THIS WARRANTY DOES NOT COVER DAMAGE CAUSED BY USE OF A DEVICE FOR ANY PURPOSE OTHER THAN THE PURPOSE FOR WHICH IT WAS DESIGNED OR DAMAGE CAUSED BY UNAUTHORIZED MODIFICATIONS TO THE DEVICE, OR ANY OTHER ABUSE OR MISUSE BY YOU.

8.2 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES EXPLICITLY GRANTED HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE DEVICE, SERVICES, SOFTWARE AND DOCUMENTATION IS AT YOUR SOLE RISK. THE SERVICES, SOFTWARE, DOCUMENTATION, AND TECHNICAL SUPPORT (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 THAT THE FUNCTIONS CONTAINED IN THE DEVICE, SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE DEVICE, SERVICES OR SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE DEVICE, SERVICES OR SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; OR THAT THE DEVICE, SOFTWARE OR SERVICES WILL ALWAYS BE AVAILABLE, OR THAT THE SERVICES, SOFTWARE OR THE SERVER(S) THAT MAKE THE SOFTWARE AND SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT DEFECTS IN THE DEVICE, SERVICES, SOFTWARE OR DOCUMENTATION WILL BE CORRECTED. FURTHERMORE, DAQRI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES, THE DEVICE, SOFTWARE, DOCUMENTATION, OR STATISTICS (IF ANY) IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. 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.

8.3 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.

8.4 WARNINGS AND NOTICES. THE DEVICE IS NOT DESIGNED FOR USE WITH ANY UNAUTHORIZED SOFTWARE, ACCESSORY OR “NON-DAQRI DEVICE.” USE OF THE DEVICE WITH UNAUTHORIZED SOFTWARE, ACCESSORIES OR “NON-DAQRI DEVICES” MAY CAUSE PERFORMANCE ISSUES OR DAMAGE TO THE DEVICE OR THE SERVICES.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL DAQRI OR DAQRI PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOWNLOAD, INSTALLATION OR USE OF, OR INABILITY TO USE, DEVICE, SERVICES, SOFTWARE OR DOCUMENTATION, 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 U.S. DOLLARS (USD \$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.

10. CONSENT TO COLLECTION AND USE OF DATA. You understand and agree that Your use of the Software and/or Services will result in certain demographic, user statistics, technical and related information (collectively “**Statistics**”) being provided to DAQRI. You further understand and agree that DAQRI and/or its affiliates and service providers may collect and use Statistics to do the following: (a) provide the Software and Services; (b) improve and optimize the Device, Software, Services and Documentation; (c) facilitate the provision of new products, updates, enhancements, technologies, and other services; and (d) to improve the Device, Software, the Services, Documentation and other products, services and technologies of DAQRI or its affiliates, and for any business purpose. All use of Statistics by DAQRI will be done in a manner such that no personally identifiable information will be distributed or displayed to anyone besides DAQRI or its affiliates. Further information about use and collection of Statistics by DAQRI is available in the Privacy Policy which can be found at www.DAQRI.com/legal.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement shall commence on the date You accept this Agreement and shall remain in effect until terminated as provided herein.

11.2 Termination without Cause. You may terminate the Agreement at any time by taking all then current Developer Account deletion procedures and ceasing all access and use of all copies of the Software, Documentation and all related information in Your possession or control, provided that You must also inform DAQRI in writing at that time of such termination. Additionally, DAQRI may at any time terminate this Agreement without cause, upon thirty (30) days prior written notice to You.

11.3 Termination for Cause. DAQRI shall have the right to immediately terminate this Agreement upon notice in the event that You fail to comply with any provision hereof, or if DAQRI

reasonably believes that Your continued exercise of rights under this Agreement will cause DAQRI or You harm, or is unlawful. Immediately upon notice to You, DAQRI shall have the right to terminate this Agreement and all rights and licenses granted by DAQRI hereunder if You or Your affiliates assert any claims or rights by commencing or causing to be commenced any action or proceeding that alleges infringement by DAQRI or its affiliates of Your (or Your affiliates) intellectual property rights based on the DAQRI products and services.

11.4 Effects of Termination. Upon termination of the Agreement, (i) Your Account on the Developer Portal will be disabled; (ii) the Services will no longer be available to You or any end users of the Developer Application(s), (iii) You must delete or destroy all copies of the Software and Documentation that are in Your possession or otherwise under Your control, and (iv) the license and other rights granted to You in this Agreement shall terminate. You acknowledge and agree that DAQRI has no obligation to retain any Content following termination and that DAQRI may delete any such Content.

11.5 Survival. Sections 2.8, 3.8, 4.5, 5 – 10, and 12 – 17 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.

12. EXPORT COMPLIANCE. You acknowledge that the Device and all Software and Documentation obtained from DAQRI are subject to US and EU government export control and economic sanctions laws. You agree not to directly or indirectly export, re-export, transfer or release any Device or Software or Documentation or direct product thereof to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation. You agree not to directly or indirectly employ any Device, Software, or Documentation received from DAQRI in missile technology, sensitive nuclear or chemical biological weapons activities, or in any manner knowingly transfer any Software or Documentation to any party for any such end use. You represent and warrant that You are not listed on any U.S. Government list of prohibited or restricted parties including the US Treasury Department’s list of Specially Designated Nationals. You acknowledge that other countries may have trade laws pertaining to import, use, export or distribution of Software and Documentation, and that compliance with same is Your responsibility.

13. LEGAL COMPLIANCE. You represent and warrant that You will not use the Device, Software or Services for any purpose that is unlawful or prohibited by this Agreement. You represent and warrant to DAQRI that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving DAQRI, You, and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Anti-Bribery Act. You represent and warrant to DAQRI that You have not, and covenants and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving DAQRI, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

14. PUBLICITY.

14.1 Use of DAQRI Name and Logos. “DAQRI,” “DAQRI Vos”, “DAQRI Smart Glasses” and the DAQRI logo (“**DAQRI Marks**”) are trademarks or registered trademarks of DAQRI, LLC or its affiliates. You agree not to use DAQRI’s Marks to disparage DAQRI, its products or employees, nor cast such in a negative light. 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.

14.2 Use of Graphical Assets. You agree that DAQRI and its affiliates may include Your name (or Company’s name) and the graphical assets, screenshots, logos, brand assets, trademarks and other digital assets and information about You or the publisher that You use with or in the Developer Application or otherwise associate with the Developer Application (the “**Graphical Assets**”): (a) on the website of DAQRI or any of its affiliates, (b) in DAQRI’s list of Services-enabled applications, and (c) in other marketing and promotional material. DAQRI will display Graphical Assets in compliance with Your reasonable trademark usage guidelines that You provide to DAQRI and with an attribution statement or other notice informing viewers of such Graphical Assets that DAQRI does not claim ownership of such Graphical Assets.

15. EQUITABLE RELIEF, GOVERNING LAW AND MANDATORY ARBITRATION.

15.1 Equitable Relief. Notwithstanding anything in this Section 15, DAQRI is permitted to seek equitable relief in a court of competent jurisdiction in the event of any actions taken by You related to intellectual property infringement or any actions that may cause imminent harm to DAQRI.

15.2 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 Device and/or Services 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.

You and DAQRI irrevocably agree to the jurisdiction of the courts listed below to resolve any dispute, claim or controversy that arises in connection with this Agreement.

Country	Choice of Law	Jurisdiction
Canada	Laws of the Province of Ontario	Exclusive Jurisdiction of the Courts of Ontario
United States	Laws of the State of California	Exclusive Jurisdiction in State or Federal Courts of Los Angeles, CA
Ireland	Laws of Ireland	Exclusive Jurisdiction of the Courts of Dublin, Ireland
All other Countries	Laws of England and Wales	Exclusive Jurisdiction of the Courts of London, England

15.3 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.

15.4 Arbitration. If You are located in, are 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.

15.4.1 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.

15.4.2 Exceptions. Notwithstanding Section 15.4.1 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.

15.4.3 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 USD \$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.

15.4.4 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.

15.4.5 Enforceability. If the class action waiver in this section is found to be unenforceable in arbitration or if the entirety of this Section 15.4 is found to be unenforceable, then the entirety of this Section 15.4 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 15.2 shall govern any action arising out of or related to the Agreements.

16. 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 PROVIDED 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 NAME ASSOCIATED WITH THE ACCOUNT, 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.

17. GENERAL.

17.1 Delivery of Device. Any delivery date stated in any document (including a quote or purchase order) is approximate and shall not constitute any guarantee of delivery on any particular date. Delivery of the Device shall be “EXW” Ex Works. EXW shall have the meaning ascribed thereto in INCOTERMS 2010 as published by the International Chamber of Commerce. You are responsible for any taxes (sales, excise, use, etc.) and any export or import dues that may be applicable to the sale and/or delivery of the Device. Accordingly, we reserve the right to revise its price after the execution of a purchase order between the parties to include any and all taxes or duties that may become due hereunder and we may invoice You for the additional amount. This clause shall survive the acceptance and complete performance of any purchase order.

17.2 Feedback. If You provide DAQRI with any information, enhancement requests, recommendations, help, bug reports, results, comments or suggestions regarding any of Device 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. You warrant and represent that You own or otherwise control all of the rights to the

17.3 Suggestions and Feedback, including, without limitation, all the rights necessary for You to provide, post, upload, input or submit the Suggestions and Feedback to us. The above provisions and rights granted regarding title and intellectual property rights associated with the Suggestions and Feedback shall survive termination of this Agreement.

17.4 Updates to Policies, Codes, and Rules; Conflict.

17.4.1 Right to Update Policies, Codes, and Rules. DAQRI may revise other policies, codes or rules at any time and the new versions will be available on [www.DAQRI.com] or in the Services.

17.4.2 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.

17.5 Relationship of Parties. The relationship between You and DAQRI created under this Agreement is non-exclusive and that of independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent.

17.6 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. You agree that DAQRI may provide written notice under this Agreement, having binding legal effect, by sending (1) an email to the email address You provided during the registration process or subsequently updated by You in accordance with this section, or (2) by posting such notice on the Developer Portal. Without limiting the foregoing, You agree that any notice DAQRI sends to the email address associated with Your Account will satisfy any legal notice requirement. Notices sent to DAQRI by You shall be sent by registered or certified mail, return receipt requested, to DAQRI, LLC, ATTN: Legal Department, 1201 W. 5th 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 You.

17.7 Waiver. Neither a course of dealing nor the failure of either party to require performance by the other party of any provision of this Agreement shall affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

17.8 Severability. If any provision of this Agreement is unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions; provided, however that if the parties are unable to so change the provision, then the affected party may terminate this Agreement upon thirty (30) days written notice.

17.9 Assignment. You shall not assign or attempt to assign this Agreement, in whole or in part, without DAQRI's prior written consent. Any purported assignment of this Agreement without DAQRI's consent shall be void. DAQRI may freely assign this Agreement or delegate any or all of its rights or obligations hereunder to any third party.

17.10 Force Majeure. DAQRI shall not be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, acts of You, acts of third parties not under DAQRI's control, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Device, Services and/or Software.

17.11 Language. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and shall have no force or effect and the English version shall govern and control in all respects. All proceedings related to this Agreement shall be conducted in the English language. If You are located in the province of Quebec, Canada, the following applies: The parties hereby confirm they have requested this Agreement and all related documents be prepared in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

17.12 Entire Agreement. Except as set forth below with regard to separately negotiated agreements, this Agreement (including any quote and end user license agreement related to the Device) is the entire agreement between DAQRI and You with respect to the Device, Software, Documentation and the Services, and this Agreement supersedes, and its terms govern, all prior or contemporaneous understandings, representations, agreements, or other communications between the parties, oral or written, regarding such subject matter.

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