

SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT v.3

The text of this license (this "License") may be found at: www.lookingglassfactory.com
Questions? Email Looking Glass Factory at info@lookingglassfactory.com.

Thank you for your interest in using the LKG C Application Programming Interface (the "Looking Glass C API", "HoloPlay C API", or collectively, "C API"). The "C API" as defined herein includes any subsequent updates or upgrades made available to you, and any associated documentation, software code, or other materials made available by LGF to you in the LKG Software Development Kit. In order to obtain and use the C API, you must first agree to the terms of this License. This License is an agreement between you and Looking Glass Factory Inc. ("LGF"), and you agree that this License is enforceable like any written and negotiated agreement signed by you and that your use of the C API constitutes acceptance of the License terms. If you do not agree to the terms of this License, then you may not use the C API.

This Agreement does not govern the use of other services or products provided by LGF other than the C API.

1. C API LICENSE AND RESTRICTIONS

1.1 Subject to the terms and conditions of, and your ongoing compliance with, this License, LGF hereby grants to you a worldwide, non-exclusive, royalty-free, license to use, reproduce, modify, distribute and create derivative works of the software contained in the C API. Under this License, you may:

1.1.1 download, install, and use the C API on your devices solely to design, develop and test tools and content (such tools and content herein referred to as your "Content") for LGF's HoloPlayer One and Looking Glass displays only; and 1.1.2 use, reproduce, modify and distribute all or portions of the C API solely as incorporated into your Content and solely to the extent necessary for others to use your Content.

1.2 Any and all portions of the C API used in your Content will be subject to this License. If you publish, distribute or sublicense the C API as incorporated into your Content, you must ensure the following conditions:

1.2.1 You must include a credit to the HoloPlay C API or Looking Glass C API with the following copyright notice: "Copyright 2017-18 Looking Glass Factory Inc. All rights reserved.";

1.2.2 Any license to your content must comply with this License;

1.2.3 You may not distribute, link or integrate the C API so that any part (or all) of it becomes subject to an open source license (other than any open-source code that the C API may already use or rely on);

1.2.4 LGF will not be liable to users of your Content whatsoever for any damages as a result of your Content; and 1.2.5 If the source code of your Content incorporating part of all of the C API is publicly available, the C API must include a "LICENSE" text file (the "License Notice") with a copy of this License.

1.3 Under this License, you may NOT:

- 1.3.1 sell, sublicense, rent, loan or lease any portion of the C API to any third party except as expressly provided herein;
- 1.3.2 modify the documentation;
- 1.3.3 decompile, reverse engineer, disassemble the C API or attempt to derive the source code of any part of the C API where source code is not directly provided to you (except as and only to the extent any foregoing restriction is prohibited by applicable law). If applicable law allows you to decompile or otherwise disassemble the C API in order to render the C API interoperable with other software, you shall first request permission from LGF;
- 1.3.4 use the C API or its associated libraries with any devices other than the HoloPlayer One or Looking Glass displays sold by LGF;
- 1.3.5 use, license or sublicense the C API to interface with software not authorized or approved by LGF hereunder or as expressly stated in other LGF documentation;
- 1.3.6 use the C API to commit any act intended to (a) interfere with the normal operation of HoloPlayer One or Looking Glass displays, (b) provide software to HoloPlayer One or Looking Glass display users or developers that would induce breach of any LGF agreements, including without limitation this License, or (c) provide software to HoloPlayer One or Looking Glass display users that contains malware, viruses, hacks, bots, Trojan horses, or other malicious code; or
- 1.3.7 use the C API for any purpose not expressly permitted by this License.

2. OWNERSHIP

- 2.1 The C API is licensed and not sold to you, and LGF retains and reserves all other rights not granted under this License. LGF retains complete ownership of any and all intellectual property rights in and to the C API, and no title to the C API or any intellectual property of LGF is transferred to you under this License. You do not acquire any rights to the C API except as expressly granted herein.
- 2.2 Notwithstanding the foregoing Section 2.1, you retain all rights to your Content, and you have no obligations to share or license your Content (including your source and object code) to LGF or any third parties; provided, however, LGF retains all rights to the C API and the headers, libraries and APIs of HoloPlayer One and Looking Glass and any and all other tools made available by LGF, including those that may be incorporated into your Content by virtue of your producing it through the C API.

3. GENERAL PROVISIONS

- 3.1 LGF may include in the C API additional content for demonstration, references or other specific purposes. Such content will be clearly marked in the C API and is subject to this License and any included terms and conditions.
- 3.2 Your use of third-party materials included in the C API, or which the C API may be dependent upon (including without limitation, any open-source code), may be subject to other terms and conditions typically found in separate third-party license agreements or license files included with such third-party materials. To the extent such other terms and conditions conflict with the terms and conditions of this License, the former will control with respect to the applicable third-party materials.

3.3 THE C API AND ANY COMPONENT THEREOF ARE PROVIDED “AS IS” AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL LGF OR ITS AFFILIATES AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS C API, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Some jurisdictions do not permit the exclusion or limitation of implied warranties, so the foregoing limitation may not apply to you in such case. Notwithstanding anything herein to the contrary, LGF’s liability to you under this License shall be limited to the total amount paid by you for the C API, if any.

3.4. This License does not grant permission to use the trade names, trademarks, service marks, or product names of LGF, including without limitation LOOKING GLASS, HOLOPLAYER ONE and HOLOPLAY C API, except as required for reasonable and customary use in describing the origin of the C API, and reproducing the content of the License Notice file. Neither LGF’s name nor the names of LGF’s contributors, licensors, employees, or contractors, may be used to endorse or promote products developed using the C API without the specific prior written permission of LGF.

3.5. You are responsible for ensuring that your use of the C API and your Content complies with all applicable laws (including privacy laws) wherever your Content is made available. You acknowledge and agree that you are solely responsible for any health and safety issues arising from your Content.

3.6 As this License is updated from time to time for future releases of the C API, you agree to abide by and meet all requirements of future updates of this License for those future C API releases, with acceptance evidenced by usage of the C API or any element thereof and the future updates of this License will apply for your Content that may be developed for or with that future C API or any element thereof (i.e., you cannot sidestep out of the requirements of future updates of the License by developing against an older release of the C API or License). You acknowledge that future versions of the C API may be provided for a fee or otherwise under substantially different terms from those provided hereunder.

3.7. This License shall continue until it is terminated. LGF reserves the right to terminate this License and all your rights hereunder immediately, and without advance notice, in the event you materially breach this License. On termination, you must delete all versions, copies and downloads of the C API in your possession and you may not register for another copy of the C API under a new license, unless LGF permits otherwise. Additionally, LGF reserves the right to cancel or terminate this License for any of the following reasons:

3.7.1 If your Content is accused of infringing on a third party’s intellectual property; 3.7.2 If your Content violates applicable law, regulation or rule; 3.7.3 If your Content causes health or safety risks; 3.7.4 If you use the C API with a commercial product other than HoloPlayer One or Looking Glass; and 3.7.5 If you fail to comply with this License.

3.8. You agree to fully indemnify, defend and hold harmless LGF from any and all claims, losses, costs, damages and expenses (including reasonable attorney's fees) arising out of your Content or any breach of this License.

3.9 LGF may discontinue or change functionality of the C API at any time, and your continued use of HoloPlayer One, Looking Glass or the C API or use of any modified or additional services in connection therewith is conditioned upon your adherence to the terms of this License, as modified by LGF from time to time, as well as any additional license agreements necessitated by additional features.

3.10. In the event any provision of this License is determined to be invalid, prohibited or unenforceable by a court or other body of competent jurisdiction, this License shall be construed as if such invalid, prohibited or unenforceable provision has been more narrowly drawn so as not to be invalid, prohibited or unenforceable.

3.11 You may not assign any rights or obligations under this License without the advance written consent of LGF, which may be withheld in its sole discretion. LGF may assign its rights or obligations under this License in its sole discretion.

3.12 Failure of either party at any time to enforce any of the provisions of this License will not be construed as a waiver of such provisions or in any way affect the validity of this License or parts thereof.

3.13 Your remedies under this License shall be limited to the right to collect money damages, if any, and you hereby waive your right to injunctive or other equitable relief.

3.14 You will comply with all applicable export control laws of the United States and any other applicable governmental authority, including without limitation, the U.S. Export Administration Regulations. You agree that this License and the C API and accompanying documentation are LGF's confidential information (and is not publicly available), and you will not use it, disclose it or make it available to others except in accordance with the terms of this License.

3.15 This License shall be governed by the laws of the State of New York, without giving effect to choice of law principles. All disputes relating to this License shall be resolved by binding non-appearance-based arbitration before a single arbitrator in New York County, New York. The arbitration shall be conducted in accordance with the rules and procedures of JAMS then in effect, and the judgment of the arbitrator shall be final and capable of entry in any court of competent jurisdiction. You and LGF agree to submit to the personal jurisdiction of the courts located within New York County, New York in connection with any entrance of an arbitrator's judgment or decision or any dispute with respect to the arbitration process or procedure or LGF's exercise of its equitable rights or remedies.