



License Agreement

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The SDK is licensed, not sold. Any software contained in SDK is protected by copyright and other intellectual property laws and international treaties. All right and title in and to the SDK (including, but not limited to, any images, photographs, text and "applets" incorporated into the Software) is owned by STARVR or the Third-Party Suppliers.

STARVR grants you a limited license to use the SDK solely for the purpose of developing software to be used in connection with STARVR Approved Products and services the "Purpose") developed by or for STARVR ("DEVICE"). STARVR and the THIRD-PARTY SUPPLIERS expressly reserve all rights, title and interest (including, but not limited to, all intellectual property rights) in and to the SDK that this Agreement does not specifically grant to you.

Subject to the terms and conditions set forth in this Agreement, STARVR grants you a limited, worldwide, non-exclusive, royalty-free, non-transferable, revocable copyright license to, the followings:

- (1) use, reproduce and redistribute , (*subject to restrictions below Section 2 therein) the software and documentation contained in the SDK, solely for the Purpose in connection with developing your own branded applications that interoperate with your works or services ("Your Applications"); and
- (2) incorporate, implement, deploy, utilize libraries contained in the SDK ("Libraries") into Your Application, solely for the purpose of enabling interoperability with the device within the Purpose , solely in accordance with all applicable documentation and applicable terms and requirements; and
- (3) use, modify, and redistribute the Sample Code pursuant to the applicable open source license, as identified in the headers or associated documentation; and



- (4) use the SDK to make engines, tools, applications, content, games and demos (collectively, the “Developer Content”) solely for the purpose to use on or interoperate with STARVR approved hardware and software products and services (“STARVR Approved Products”) and which may incorporate the SDK in whole or in part in binary or object code; and (ii) the headers, libraries, APIs and other tools made available by STARVR to enable the use of STARVR Approved Products with your Developer Content; and
- (5) reproduce, distribute, publicly display, or publicly perform any part of the STARVR SDK, except as provided herein or in the applicable open source license.

■ 2. RESTRICTIONS.

Your rights to use the STARVR SDK pursuant to this Agreement must adhere to the Purpose expressly set forth in this Agreement, however, provided, with no exception, You are not allowed to do the following acts:

- (a) decompile, reverse engineer, disassemble or otherwise access or attempt to access the source code for the SDK not made available to you in source code form, or make or attempt to make any modification to the SDK; or
- (b) remove, obscure, interfere with or circumvent any feature of the SDK, including without limitation any copyright or other intellectual property notices, security, or access control mechanism.
- (c) use the SDK for any purpose other than developing Developer Content that interoperating with the STARVR Approved Products in a manner for which the SDK and STARVR Approved Products are expressly designed.
- (d) use for any acts that violates or are prohibited under any applicable laws and regulations (including without limitation laws and regulations related to export controls) in connection with your use of the SDK.
- (e) You may not use the SDK for any purpose, or use the SDK in the development of any Application that is for the purpose of lifesaving, emergency response, or otherwise for deployment in any circumstance in which failure would be likely to lead to property damage, environmental damage, personal injury, or death. ANY USE IN VIOLATION OF THE FOREGOING LIMITATIONS AND RESTRICTIONS IS STRICTLY PROHIBITED, AND UNLICENSED. STARVR disclaims any all liability and responsibilities for any acts that to the extent you use the SDK for any purpose, or use the SDK to develop an Application that is for the purpose of lifesaving, emergency response, or otherwise for deployment in any circumstance in which failure would be likely to lead to property damage, environmental damage, personal injury, or death.

■ 3. RESERVATION OF RIGHTS.

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■ 4. CONFIDENTIALITY.

The SDK (including as embodied in or utilized by any Application), Materials are the confidential and proprietary information of STARVR. You may not, during the term or thereafter, disclose them to any third party, or to use them for any purpose other than as expressly provided herein, except obtained with a written authorization of STARVR.

■ 5. FEEDBACK.

If you provide STARVR with any comments, bug reports, feedback, enhancements, or modifications proposed or suggested by you for the SDK or the services ("Feedback"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary you may include in any accompanying communication), and STARVR shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the STARVR Materials, SDK or services. You hereby grant STARVR a perpetual, irrevocable, transferable, sublicensable, nonexclusive license under all rights necessary to so incorporate and use your Feedback for any purpose, including to make and sell products and services.

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 - (2) STARVR may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement, provided that such consultants and contractors will be subject to the same obligations as STARVR.
 - (3) YOU represent and warrant that you have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to the product and service.
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■ 7. COMPLIANCE OF LAWS.

You shall comply, and will not cause STARVR to not comply, with all applicable governmental authority, including but is not limited to, the U.S. Export Administration Act or any other regulations. You are responsible for ensuring that your use of STARVR SDK and your Developer Content, if any available, including platform services, complies with all applicable laws.

If You use third-party materials in your platform services or Developer Content, You represent and warrant that You have the right to distribute the third-party material in the product. You agree that You will not submit material to market or do commercial business activities that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to submit the material. You also shall be solely responsible for any health and safety claims arising from your platform services or Developer Content.

■ 8. THIRD PARTY SOFTWARE.

The SDK consists of a package of components, including certain third party software ("Third Party Software") that are provided by their authors under separate license terms (the "Third Party Terms"), as described in more detail in the SDK. Your use of the Third Party Software in conjunction with the SDK in a manner consistent with this Agreement is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in this Agreement is intended to impose further restrictions on your use of the Third Party Software.

■ 9. TERM AND TERMINATION.

This Agreement will remain in effect until terminated. The Agreement, and your rights and licenses hereunder, will terminate immediately upon your breach of the Agreement. You may terminate the Agreement by uninstalling and ceasing all use of the SDK. STARVR may terminate this Agreement at any time for any reason, including without limitation any actual or suspected misuse or abuse by you of the SDK or any violation of this Agreement.

Following any termination of this Agreement, you must immediately uninstall and cease use of the SDK, and destroy all copies. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive any termination of this Agreement.

Upon any termination of this Agreement, or upon simple request of STARVR by using five (5) working days prior written notice to You, You shall promptly destroy and uninstall the SDK.

■ 10. LIMITATION OF LIABILITY.

THE SDK AND ALL ASSOCIATED DOCUMENTATION, LIBRARIES, AND SAMPLE CODE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STARVR DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, RESULTS, AND NON-INFRINGEMENT.



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■ 11. INDEMNITY.

You agree to indemnify, defend and hold STARVR and its affiliates, officers, directors, suppliers, licensors, and other customers harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your Applications, your use or misuse of the SDK, or your violation of this Agreement, any applicable laws or regulations.

■ 12. GOVERNING LAWS AND VENUE.

- (1) If You are a company registered in or an individual live in the United States, Canada, or Latin America, this Agreement shall be governed by the laws of the State of California, USA, without regard to conflict of laws provisions; You and STARVR agree to submit to exclusive jurisdiction and venue in the state or federal courts in Santa Clara District Court of California, USA, for any and all disputes, claims and actions arising from or in connection with this Agreement.
 - (2) If You are a company registered in or an individual live in the EU countries, no matter is EU members or not, this Agreement shall be governed by the laws of Germany, without regard to conflict of laws provisions; You and STARVR agree to submit to exclusive jurisdiction and venue in the competent courts in Berlin of Germany, for any and all disputes, claims and actions arising from or in connection with this Agreement.
 - (3) If You are a company registered in or an individual live in the Asia Pacific countries, this Agreement shall be governed by the laws of Singapore, without regard to conflict of laws provisions; You and STARVR agree to submit to exclusive jurisdiction and venue in the competent courts in Singapore city of Singapore, for any and all disputes, claims and actions arising from or in connection with this Agreement.
 - (4) If You are a company registered in or an individual live in Taiwan (R.O.C.), this Agreement shall be governed by the laws of Taiwan (R.O.C.), without regard to conflict of laws provisions; You and STARVR agree to submit to
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exclusive jurisdiction and venue in the first district court in Taipei, Taiwan (R.O.C.), for any and all disputes, claims and actions arising from or in connection with this Agreement.

■ 13. MISCELLANEOUS.

- (1) This Agreement is the entire agreement between you and STARVR and supersedes any and all prior agreements, negotiations, or other communications between you and STARVR whether oral or written, with respect to the subject matter hereof, and, except as expressly provided herein, cannot be modified except in writing signed by both parties.
 - (2) In the event that any provision of this Agreement is held to be invalid, prohibited, or unenforceable by a competent courts, then (a) such provision shall be deemed reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation shall be deemed severed from this Agreement; and (b) the validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby.
 - (3) You may not assign this Agreement without the prior written consent of STARVR whether expressly or by operation of law, including in connection with a merger or change of control, and any such attempted assignment shall be void and of no effect. STARVR may assign this Agreement in its discretion. Subject to the foregoing, this Agreement shall be binding on the parties and their respective successors and permitted assigns.
 - (4) STARVR may discontinue or change functionality of the services at any time, and Your continued use of the service or the use of modified or additional services is on conditioned and subject to your adherence to the terms and conditions of then-current updated or modified license, as made by STARVR from time to time. You acknowledge and understand that if STARVR is unable to provide the SDK as a result of a force majeure event (eg. any event beyond the control of STARVR) STARVR will not be in breach of this Agreement. Your remedies under this Agreement shall be limited to the rights to collect money damages, if any, and you hereby waive your rights to injunctive or other equitable relief.
 - (5) The failure to exercise, or delay in exercising, the provisions of this Agreement or by law shall not constitute a waiver of that provision or in any way affect the validity of this Agreement.
 - (6) The English language version of this Agreement shall be the official and controlling version, and any translation provided is solely for convenience.
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