TILT FIVE SDK LICENSE AGREEMENT

Welcome, and thank you for your interest in Tilt Five! Please review this Tilt Five SDK License Agreement (hereafter, the "**Agreement**") carefully as it is the legally binding agreement between you, the "**Developer**," and Tilt Five, Inc. that governs your access to and use of the Tilt Five Software Development Kit, which consists of application programming interfaces, tools, plugins, code, software, documentation, and/or content made available by Tilt Five to developers including any updates thereto (collectively, the "**SDK**"). Developer and Tilt Five may be individually referred to herein as a "**Party**" or collectively as the "**Parties**."

By accessing, downloading and/or using the SDK, Developer accepts and agrees to the terms and conditions of this Agreement, along with the Terms of Service, Tilt Five Developer TRCs, and Privacy Policy all of which are incorporated herein by this reference. If the Developer is an entity, the individual accepting this Agreement on Developer's behalf represents and warrants that he or she is authorized to bind the Developer to this Agreement.

If you have any questions regarding this Agreement, please contact Tilt Five at: devrel@tiltfive.com.

1. **License.**   Subject to the terms and conditions of this Agreement, Tilt Five grants to Developer: a limited, non-transferable, non-exclusive, non-sublicensable, revocable license to reproduce, install, and use the SDK solely to develop, test, promote, and distribute one or more software programs (each a "**Developed Product**").

2. **General Restrictions; Limitations.** The license granted in Section 1 is conditioned upon Developer's compliance with the following limitations. Developer is not permitted to:

    2.1.1.   modify any component of the SDK;
    2.1.2.   distribute the SDK separately from the Developed Product;
    2.1.3.   use the SDK in an attempt to, or in conjunction with any device, program or service designed to, circumvent technical protection measures employed to control access to, or the rights in, content, a file, or other work;
    2.1.4.   disassemble, decompile or otherwise reverse engineer the SDK or otherwise attempt to learn the source code, or algorithms underlying the SDK, to the maximum extent allowed under applicable law;
    2.1.5.   publish, rent, lease, lend, sell, sublicense, distribute, transfer, disclose, or otherwise provide the SDK to any third-party, except as expressly permitted herein;
    2.1.6.   remove or alter any proprietary notices in the SDK, including any copyright, trademark or patent notice;
    2.1.7.   use the SDK in connection with the development or transmission of any virus or malicious code;
    2.1.8.   use the SDK to infringe the rights of Tilt Five or any third-party, or in any way that does not comply with all applicable laws;
    2.1.9.   transmit, store, stream over the internet, or otherwise make available, the images or information captured via any computer vision camera operating the SDK;
    2.1.10. use the SDK (including the creation of any of the Developed Product) in any way that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties of Tilt Five or any third-party;
    2.1.11. create or enable others to create any application that could disable, hack or otherwise interfere with any authentication, content protection, digital signing, digital rights management,

security or verification mechanisms or disable, override, or otherwise interfere with any device, system or software;

2.1.12. use the SDK with any third-party software or other materials that are subject to licenses or restrictions (*e.g.*, open source) that, when combined with the SDK, would require Developer or Tilt Five to disclose, license, distribute, or otherwise make all or any part of the SDK to anyone else; or

2.1.13. make any use of the SDK in any manner not permitted by this Agreement.

3. **Privacy.** Developer is solely responsible for the data it may collect from end-users in relation to the Developed Product and agrees to comply with all applicable privacy and data protection laws, as well as all applicable Tilt Five policies.

4. **Reservation of Rights; Ownership.** Tilt Five owns all title, copyright, and other intellectual property rights in the SDK (and any derivative works and enhancements thereof developed by or on behalf of Tilt Five). Except as expressly provided herein, no other license or right is granted to Developer to any Tilt Five patents, copyrights, trade secrets, or other intellectual property under this Agreement. As between Tilt Five and Developer, Tilt Five shall retain: (a) all rights and title to the SDK and all modifications thereto, copies and derivative works thereof (by whomever produced) and all related documentation and materials; and (b) all copyrights, patent rights, trade secret rights and other proprietary rights in the SDK. Except for Tilt Five's retained rights in the SDK (including, without limitation, the Tilt Five Deployment Software), Developer retains ownership of the Developed Product.

5. **Support.** Tilt Five makes available a number of developer resources and guides on its website but has no obligation to provide any support or technical assistance for the SDK, Developed Product, or any Tilt Five product or service. Developer is responsible for providing any and all support and technical assistance with regard to the Developed Product (including any customer or end user issues related to integration of the SDK).

6. **Feedback.** Developer may provide feedback, suggestions, and ideas, if it chooses, about the SDK (collectively, the "**Feedback**"). Developer agrees that Tilt Five may use the Feedback in any way, including in future enhancements and modifications to the SDK. Developer hereby grants to Tilt Five and its assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty free license, under Developer's intellectual property rights, to use, reproduce, modify, create derivative works from, distribute, and display such Feedback in any manner and for any purpose, without any obligation to provide attribution or compensation to Developer or any third-party.

7. **SDK Updates.** Tilt Five may update or modify the SDK in whole or in part (including APIs and other components of the SDK) and Tilt Five products and services at any time in its sole discretion. Developer acknowledges that such updates or modifications may impact the ability of the Developed Product to operate and to communicate with Tilt Five's products or services unless further action is taken by Developer.

8. **Trademarks.** Each Party grants the other Party a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide license to refer to the granting Party's products and technologies using their respective trademarks provided that each Party shall submit to the other Party for prior written approval (which approval will not be unreasonably withheld or delayed) a sample of each proposed use of the other Party's trademarks. Each Party acknowledges and agrees that all use of the other Party's trademarks shall inure to the benefit of the owner of such trademarks. Except as set forth in Section 8 neither Party shall be required to use the trademarks of the other Party.

9. **Attribution.** Developer shall: (a) include Tilt Five's name, logo, and trademark in compliance with Tilt Five's Branding Guidelines as outlined in the [Tilt Five Developer TRCs](), on the credit screen of the Developed Product and where other middleware technology names are referenced; (b) state clearly that the Developed Product "was made with Tilt Five's SDK which may include bugs and performance issues"; (c) permit Tilt Five to create and display self-promotional demo materials that use captured video clips and images from the Developed Product; and (d) include third-party licensor attribution as notified by Tilt Five.

10. **Confidentiality.** "**Confidential Information**" means all non-public information, technology, and material that Tilt Five designates either as proprietary or confidential or that, by the nature of the information or the circumstances surrounding its disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes the SDK, and all software specifications, technology, programming, materials, guidelines and documentation relating to the SDK. Developer will only use such Confidential Information for the purposes set forth in this Agreement and will only disclose such Confidential Information to those employees who have a need to know in order to accomplish those purposes. Developer will not disclose any Confidential Information to any third-party without Tilt Five's prior, written consent. Developer will protect such Confidential Information from unauthorized use, access or disclosure in the same manner that Developer would use to protect its own confidential information of a similar nature.

11. **Disclaimer of Warranties.** THE SDK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TILT FIVE AND ITS LICENSORS FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO THE SDK, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NEITHER TILT FIVE NOR ITS LICENSORS WARRANT THAT THE SDK WILL MEET DEVELOPER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SDK WILL BE UNINTERRUPTED OR ERROR FREE. DEVELOPER AGREES THAT NEITHER TILT FIVE NOR ITS LICENSORS WILL BE LIABLE TO DEVELOPER FOR ANY DAMAGES ARISING OUT OF DEVELOPER'S USE OF THE SDK. IN NO EVENT WILL TILT FIVE OR ITS LICENSORS BE LIABLE TO END USERS.

12. **Limitation of Liability.** EXCEPT WITH RESPECT TO THE OBLIGATIONS PURSUANT TO SECTION 10 (CONFIDENTIALITY) AND EXCEPT IN RELATION TO DEVELOPER'S BREACHES OF TILT FIVE'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, AND INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, SERVICE, EQUIPMENT, INFORMATION OR DATA; LOSS OF PROFITS, REVENUE, GOODWILL, OR OTHER PECUNIARY LOSS; BUSINESS INTERRUPTION; COST OF REPLACEMENT SERVICES OCCASIONED BY ANY DEFECT IN THE SDK, OR THE INABILITY TO USE SDK PROVIDED HEREUNDER; OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT TO THE SDK OR THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY AT LAW OR IN EQUITY. THESE LIMITATIONS WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Indemnification by Developer.** Developer agrees to indemnify, defend, and hold harmless Tilt Five, its affiliates, officers, directors, and employees from any losses, liabilities, damages, and costs,

including reasonable attorneys' fees, as a result of any third-party claim or action arising out of: (a) the use of the Developed Product or the Developer's trademarks; (b) any breach by the Developer of its obligations under of this Agreement; and (c) any violation of applicable law or regulation.

14. **Term and Termination.** This Agreement is effective upon Developer's first access, download or use of the SDK and shall remain in effect until terminated as set out herein. Tilt Five may terminate this Agreement for any or no reason by written notice to Developer. Developer may terminate this Agreement by uninstalling and ceasing all use of the SDK. This Agreement shall automatically terminate in the event that Developer asserts any right of ownership or any other interest in and to the SDK or any portion thereof.

    14.1. **Effect of Termination.** Upon termination of this Agreement: (a) all rights and licenses granted hereunder shall immediately terminate; (b) Developer will stop using the SDK and discontinue the distribution, sale, and promotion of any Developed Product; and (c) at its own expense, and at Tilt Five's sole option, Developer will either return all copies of the SDK in its possession or control, or shall destroy all such material in its possession or control.

    14.2. **Survival.** The provisions of this Agreement which by their nature or terms survive the termination of this Agreement shall survive such termination.

15. **Miscellaneous.**

    15.1. **Waiver.** A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not be deemed or construed to be a continuing waiver of such term or condition or any subsequent breach thereof.

    15.2. **Severability.** If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement shall be given full force and effect.

    15.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all other agreements and representations, oral or written, between the Parties. Developer represents that in entering into this Agreement, Developer has not relied on any previous oral or implied representations, inducements or understandings of any kind or nature.

    15.4. **Amendment.** Tilt Five reserves the right to modify this Agreement in whole or in part, from time to time at its sole and absolute discretion. Tilt Five may provide Developer with notice of such modifications by any reasonable means, including, without limitation, by email; however, Developer agrees to periodically check the Tilt Five website for updates. To determine when the Agreement was last revised, Developer shall refer to the "Last Updated" legend at the bottom of this Agreement. Developer's continued use of the SDK following Tilt Five making available any revised version of this Agreement shall constitute Developer's assent and acceptance of the revised version. If Developer does not agree to any changes made to the Agreement, Developer may not access or use the SDK. Developer may not amend or modify this Agreement in any manner.

    15.5. **Assignment.** Developer may only assign this Agreement upon written notice to Tilt Five in the event of a merger, acquisition, or similar corporate activity provided that the surviving

entity agrees to be bound by the terms of this Agreement. Any purported assignment by Developer in violation of this Section 15.5 is null and void. Tilt Five may assign its rights and obligations under this Agreement in its sole discretion and without notice. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

15.6. **Export.** Both Parties agree to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable national or foreign agency or authority, and not to export or re-export, or allow the export or re-export of any proprietary information or any copy or direct product thereof in violation of any such restrictions, laws or regulations.

15.7. **Equitable Relief.** Developer agrees that a material breach of this Agreement adversely affecting Tilt Five's intellectual property rights may cause irreparable injury for which monetary damages would not be an adequate remedy and that Tilt Five shall be entitled to apply for equitable relief, without the posting of a bond, in addition to any remedies it may have hereunder or at law.

15.8. **Waiver of Class or Consolidated Actions; Governing Law and Forum.** This Agreement is governed by and construed under the laws of the State of California, without regard to conflicts of laws principles. The Parties agree that any judicial proceeding involving this Agreement shall be brought only in the state or federal courts located in San Jose, California. Developer further agrees to waive its right to participate in a class or consolidated action against Tilt Five and that ANY JUDICIAL PROCEEDING INVOLVING THIS AGREEMENT MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND CLAIMS OF MORE THAN ONE DEVELOPER CANNOT BE BROUGHT JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER DEVELOPER.

15.9. **Attorneys' Fees.** The prevailing Party in any dispute arising under this Agreement shall be entitled to recover from the other Party its reasonable attorneys' fees and costs.

15.10. **Independent Contractors.** Each Party will act at all times as an independent contractor to the other Party and will have no right or authority to act on behalf of, create any obligation for, or bind the other Party in any way. Nothing in this Agreement will be deemed to create a partnership or joint venture between the Parties.

Last updated: January 1, 2022