



## ADROIT SOFTWARE END USER LICENSE AGREEMENT (EULA)

Access to this Software is unrestricted but is subject to limitations specified herein.

**IMPORTANT PLEASE READ CAREFULLY:** This End User License Agreement ("EULA") is a legal agreement between you (either a company, an individual or a single entity) ("Licensee" or "End-User Customer") and Gravity Jack, Inc ("GJ") for software ("SOFTWARE" or "ADROIT"), owned by GJ and its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes machine readable instructions used by a processor to perform specific operations other than machine-readable instructions used for the sole purpose of booting hardware during a startup sequence ("Software"). **BY USING THE SOFTWARE, YOU ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE SOFTWARE.**

NOTICE: The Software in Demo mode is a free evaluation version of the software. It may not include the full functionality found in the full version. The Software is provided "as-is" and GJ provides no support for the Demo version however at our discretion we may respond to requests for assistance. The Software in Demo mode is made available to you solely for the purpose of demonstrating the program capabilities of the software so you can evaluate whether to purchase a full license of the software or engage our development team for custom software services that may include integration of identical or similar software. This Software in Demo mode is made available for use by you as an end user according to this EULA. The evaluation period for use by you is limited to ninety (90) days from the date you receive the Demo Software ("Evaluation Period"). The EULA is automatically terminated at the end of the Evaluation Period and you must destroy or erase your copy of the Software at that time. GJ may terminate this EULA at any time by delivering notice to you and you may terminate this license at any time by destroying or erasing your copy of the Software.

### 1. GRANT OF LICENSE

- 1.1 (Demo License). If you are evaluating the Software in demo mode ("Demo Software"), GJ grants you, the Licensee or "End User Customer", the following rights provided that you comply with all terms and conditions of this EULA: For Demo Software associated with compatible hardware, GJ hereby grants you a limited, personal, royalty-free, nonexclusive license during the Evaluation Period to evaluate the Demo Software solely and exclusively for your non-commercial internal use in support of the operation of your compatible hardware and for no other purpose. To the extent that any portion of the Demo Software is provided to you in a manner that is designed to be installed by you, you may install one copy of the installable Demo Software on one hand held device (HHD) or head mounted display (HMD) or other device storage for one, computer, workstation, server, controller,

access point or other digital electronic device, as applicable and approved by GJ in advance of installation (an "Electronic Device"), and you may access and use that Demo Software as installed on that Electronic Device so long as only one copy of such Demo Software is in operation. For a standalone Demo Software application, you may install, use, access, display and run only the number of copies of the Demo Software required for the evaluation. You may not share download links as they are considered confidential and private and fall under the terms and conditions of the Non-Disclosure Agreement the parties have signed.

- 1.2 (Full License). If you are licensed to use the full version of the Software, GJ grants you, End-User Customer, the following rights provided that you comply with all terms and conditions of this EULA: For Software associated with compatible hardware, GJ hereby grants you a limited, personal, non-exclusive license during the term of this Agreement to use the Software solely and exclusively for your internal use in support of the operation of your associated GJ hardware and for no other purpose. To the extent that any portion of the Software is provided to you in a manner that is designed to be installed by you, you may install one copy of the installable Demo Software on one hand held device (HHD) or head mounted display (HMD) or other device storage for one, computer, workstation, server, controller, access point or other digital electronic device, as applicable and approved by GJ in advance of installation (an "Electronic Device"), and you may access and use that Demo Software as installed on that Electronic Device so long as only one copy of such Demo Software is in operation. For a standalone Software application, you may install, use, access, display and run only the number of copies of the Software to which you are entitled. You may make one copy of the Software in machine readable form for backup purposes only, provided that the backup copy must include all copyright, trademark, patent or other proprietary notices contained on the original. In the absence of a support contract, you are entitled, for a period of ninety (90) days from when the instance of Software is first shipped by GJ or downloaded by End-User Customer, to obtain, if available, updates, from GJ and operational technical support, not including implementation, integration or deployment support ("Entitlement Period"). You may not obtain updates from GJ after the Entitlement Period, unless covered by a GJ support contract (SLA) or other written agreement with GJ.
- 1.3 Certain items of the Software may be subject to open source licenses. The open source license provisions may override some of the terms of this EULA. GJ makes the applicable open source licenses available to you on a Legal Notices readme file available in the "About" section of the software and/or in

System Reference guides or documentation associated with certain GJ products.

- 1.4 Authorized Users. For a standalone Software application, the licenses granted are subject to the condition that you ensure the maximum number of authorized users accessing and using the Software either alone or concurrently is equal to the number of user licenses for which you are entitled to use either through a GJ channel partner member or GJ. You may purchase additional user licenses at any time upon payment of the appropriate fees to the GJ channel partner member or GJ.
2. **TRANSFER OF LICENCE; COPY PROTECTION.** Licensee may not rent, loan, transfer, sublicense, lease or otherwise distribute or operate the Licensed Product to or for the benefit of any third party. Licensee may not assign all or any part of its rights or obligations under this Agreement without Licensor's prior written consent and any attempt to the contrary will be void and a material breach of this Agreement. Licensor may withhold such consent in its sole discretion. Licensee shall not disclose, assign or transfer any copy control information (such as serial numbers or license keys) or attempt to defeat or circumvent any copy protection system or software intended to control installation, copying and other use of the Licensed Product.
3. **RESERVATION OF RIGHTS AND OWNERSHIP.** GJ reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright, trademark, patent and other intellectual property ("IP) laws and treaties. GJ or its suppliers own the title, copyright, trademark, patent and other intellectual property rights in the Software. The Software is licensed, not sold. ADROIT and its source and compiled code is protected by one or more US and International patents awarded and pending with USPTO.
4. **LIMITATIONS ON END USER RIGHTS.** Licensee will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the ADROIT Software (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, Licensee may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the ADROIT Software, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Licensee has first requested such information from GJ and GJ failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information



supplied to or obtained by Licensee under this section is confidential information of ADROIT subject to the obligations of the non-disclosure or confidentiality agreement (“NDA”), may only be used by Licensee for the purpose described in this EULA, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of GJ or its affiliates.

5. **MACHINE DATA.** “Machine Data” means anonymized usage data collected by Software installed on compatible devices licensed (or paid for) under this Agreement such as battery management (time to empty, standby current, average current), device system time, CPU processing load, GPU processing loan, free RAM, number of running processes, network information (name, identifier), device identifier, operating system (“OS”) version, firmware version, hardware version device type, audio volume, LED state, volume, backlight level, reboot, reboot cause, total storage and physical memory availability, power cycle count, device up time or any other usage or metric that GJ sees fit. Notwithstanding anything else in this Agreement, all title and ownership rights in and to Machine Data are held by GJ. In the event, and to the extent you are deemed to have any ownership rights in Machine Data, you hereby grant GJ a limited, revocable, non-exclusive right and license to use Machine Data.
6. **LOCATION INFORMATION.** The Software may enable you to collect location-based data from one or more client devices which may allow you to track the actual location of those client devices. GJ specifically disclaims any liability for your use or misuse of the location-based data. You agree to pay all reasonable costs and expenses of GJ arising from or related to third party claims resulting from your use of the location-based data.
7. **SOFTWARE RELEASES.** During the Entitlement Period associated with the demo or evaluation period or full license version of the Software, GJ or GJ’s channel partner members may make available to your software releases as they become available after the date you obtain your initial copy of the Software. This EULA applies to all and any component of the release that GJ may make available to you after the date you obtain your initial copy of the Software, unless GJ provides other license terms along with such release. To receive Software provided through the release, you must first be licensed for the Software identified by GJ as entitled to the release. We recommend that you periodically check availability of a GJ SLA contract to ensure that you are entitled to receive any available Software releases. Some features of the Software may require you to have access to the internet and may be subject to restrictions or fees imposed by your network or internet provider.
8. **EXPORT RESTRICTIONS.** You acknowledge that the Software is subject to export restrictions of various countries. You agree to comply with all applicable international

and national laws that apply to the Software, including all the applicable export restriction laws and regulations.

9. **ASSIGNMENT.** You may not assign this Agreement or any of your rights or obligations hereunder (by operation of law or otherwise) without the prior written consent of GJ. GJ may assign this Agreement and its rights and obligations without your consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and permitted assigns.
10. **TERMINATION.** This EULA is effective until terminated. Your rights under this License will terminate automatically without notice from GJ if you fail to comply with any of the terms and conditions of this EULA. GJ may terminate this Agreement by offering you a superseding Agreement for the Software or for any new release of the Software and conditioning your continued use of the Software or such new release on your acceptance of such superseding Agreement. Upon termination of this EULA, you must cease all use of the Software and destroy all copies, full or partial, of the Software.
11. **DISCLAIMER OF WARRANTY.** UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL SOFTWARE PROVIDED BY GJ IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM GJ, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, GJ DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. GJ DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. TO THE EXTENT THAT THE SOFTWARE COVERED BY THIS EULA INCLUDES EMULATION LIBRARIES, SUCH EMULATION LIBRARIES DO NOT WORK 100% CORRECTLY OR COVER 100% OF THE FUNCTIONALITY BEING EMULATED, ARE OFFERED "AS IS" AND WITH ALL FAULTS, AND ALL THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS PARAGRAPH AND THIS AGREEMENT APPLY TO SUCH EMULATION LIBRARIES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GJ OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY GJ OF WARRANTY REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM GJ.

12. **THIRD-PARTY APPLICATIONS.** Certain third party applications may be included with, or downloaded with this Software. GJ makes no representations whatsoever about any of these applications. Since GJ has no control over such applications, you acknowledge and agree that GJ is not responsible for such applications. You expressly acknowledge and agree that use of third party applications is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you. You agree that GJ shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance on any such third-party content, products, or services available on or through any such application. You acknowledge and agree that the use of any third-party application is governed by such third-party application provider's Terms of Use, License Agreement, Privacy Policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third-party application provider's privacy policy, if such a policy exists. GJ DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD-PARTY APPLICATION PROVIDER. GJ EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD-PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD-PARTY APPLICATION PROVIDER.
13. **LIMITATION OF LIABILITY.** GJ WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY THIRD PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF GJ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, GJ'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE OR THIRD PARTY APPLICATIONS, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE FAIR MARKET VALUE OF THE SOFTWARE OR AMOUNT PAID SPECIFICALLY FOR THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 11, 12, 13, AND 16) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. **INJUNCTIVE RELIEF.** You acknowledge that, in the event you breach any provision of this Agreement, GJ will not have an adequate remedy in money or damages. GJ shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without posting bond. GJ's right to obtain injunctive relief shall not limit its right to seek further remedies.
15. **MODIFICATION.** No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.
16. **U.S. GOVERNMENT END USERS RESTRICTED RIGHTS.** This provision only applies to U.S. Government end users. The Software is a “commercial item” as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software is distributed and licensed to U.S. Government end users (a) only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
17. **APPLICABLE LAW.** This EULA is governed by the laws of the state of Washington, Spokane County, without regard to its conflict of law provisions. This EULA shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.