

## **END USER LICENSE AGREEMENT**

For NaturalPoint, Inc. plugins

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BY EXPRESSLY ACCEPTING THIS EULA OR BY DOWNLOADING, INSTALLING, ACTIVATING AND/OR OTHERWISE USING THE PLUGIN, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, THEN YOU MAY NOT DOWNLOAD, INSTALL, ACTIVATE OR OTHERWISE USE THE PLUGIN AND YOU MUST PROMPTLY RETURN THE PLUGIN. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH ENTITY.

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“Plugin” means the NaturalPoint software plugin installed, downloaded, or otherwise licensed by you under this EULA, in object code only. The Plugin is copyrighted, trade secret and confidential information of NaturalPoint, its affiliates or Third Party Licensors, who maintain exclusive title to the Plugin and retain all rights not expressly granted by this EULA.

“Hardware” means a single unit of NaturalPoint hardware for which you are authorized to use the Plugin.

### **LIMITED LICENSE**

Subject to all of the terms, conditions and restrictions of this EULA, NaturalPoint grants to you a limited, personal, non-transferable, non-assignable, non-sublicensable, non-exclusive license to use the Plugin, solely in machine-readable, object or executable form, only with the Hardware.

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The Plugin includes additional software (“Third Party Program(s)”) licensed by third parties (“Third Party Licensor(s)”), under the terms of a third party EULA (“Third Party License”) which is available at the following link: <https://optitrack.com/about/legal/eula.html/> Third Party Programs are subject to the terms of the specific licenses under which they are distributed by their respective Third Party Licensors. By using the Plugin, you acknowledge and agree that you have been provided access to and an opportunity to review such terms, and you agree to comply with the Third Party Licensor terms for the benefit of the applicable Third Party Licensor.

Access to certain Third Party Program functionality and/or services may require you to enter into separate Third Party License agreements with the applicable Third Party Licensor. Your use of any such Third Party Program functionality and/or services is expressly conditioned on your entering into a binding Third Party License with the applicable Third Party Licensor and NaturalPoint and its affiliates shall have no obligation to provide you access or use of, or support and maintenance with respect to, such Third Party Program functionality and/or services.

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## **CERTIFICATION**

You agree that within thirty (30) days of a written request by NaturalPoint or NaturalPoint's authorized representative, you will fully document and certify that your use of the Plugin conforms to this EULA.

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This license is non-transferable. You may not distribute, sublicense, assign, share, sell, grant a security interest in, use for service bureau purposes, or otherwise transfer the Plugin or your license to use the Plugin without the prior written consent of NaturalPoint, and then only upon a permanent transfer of the Hardware on which the Plugin may be installed or downloaded and provided the Plugin is included in such transfer and you retain no copies of the Plugin.

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You acknowledge that, as a default setting, the Plugin or related NaturalPoint software may collect and send to NaturalPoint certain "Systems Data," defined as data, content and information regarding your use of the Plugin. "Systems Data" may include systems administrative data, statistical and demographical data, and operational information, such as, by way of illustration, data and information relating to total users, the total number of users connected to the Internet using the Plugin, the total number of cameras connected, the version of the Plugin in use, the operating systems in use, and the number of unique connection days and last connected day. "Systems Data" does not include any data or information that identifies any particular licensee or end user of the Plugin or that can be used to identify any particular licensee or end user of the Plugin. You acknowledge and agree that all Systems Data is and shall at all times remain the sole and exclusive property of NaturalPoint. NaturalPoint may make any legal use of the Systems Data without notifying you or sharing such Systems Data with you. Specifically, by way of illustration and not by way of limitation, NaturalPoint may publish and share Systems Data with others to promote the Plugin and/or NaturalPoint's other products or services, for evaluating the efficiency, utility and functionality of the Plugin and/or NaturalPoint's other products or services, and for enhancing and improving the Plugin and/or NaturalPoint's other products or services.

Notwithstanding the preceding paragraph, if NaturalPoint collects any personal data in the course of your use of the Plugin, NaturalPoint will process such personal data in accordance with its privacy policy, accessible at <https://optitrack.com/about/legal/privacy-policy.html>.

## **SUPPORT**

NaturalPoint does not have any support obligations with respect to the Plugin provided under this EULA.

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THE PLUGIN IS PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED. NATURALPOINT, ITS SUPPLIERS, AND THIRD PARTY LICENSORS DO NOT WARRANT THAT THE PLUGIN WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PLUGIN WILL BE UNINTERRUPTED OR ERROR FREE. NATURALPOINT, ITS AFFILIATES, AND THIRD PARTY LICENSORS DISCLAIM AND EXCLUDE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR OTHERWISE ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, IN EACH CASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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THE PLUGIN IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, MEDICAL OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE PLUGIN COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). NATURALPOINT AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK APPLICATIONS.

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## **EXPORT COMPLIANCE**

You acknowledge that the Plugin may be subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not and shall not authorize any third party

to remove or export from the United States or allow the export or re-export of any part of the Plugin or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

#### **NOTICE TO U.S. GOVERNMENT END USERS**

The Plugin is a "Commercial Item," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. The Plugin is also provided subject to Federal Acquisition Regulation 52.227.19. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 252.227-7014, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to this EULA. The Plugin is provided only with "restricted rights" with only those rights as are granted to all other end user purchasers pursuant to the terms and conditions herein.

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NaturalPoint may terminate this EULA immediately and without prior notice if you fail to comply with any term of this EULA. You may terminate this EULA at any time on written notice to NaturalPoint. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Plugin and destroy all copies of the Plugin. In addition you must remove all copies of the Plugin from the Hardware on which it is installed. The terms set forth in this Section and the Sections entitled Restrictions and Unauthorized Use, Intellectual Property, Hardware and Usage Data, Confidentiality, Warranty Disclaimer, High Risk Applications, Limitation of Damages and Remedies, and Export Compliance shall survive any termination of this EULA.

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This EULA is governed by the laws of the State of Oregon and the United States of America, without regard to conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. This EULA is the entire agreement between us and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Plugin. If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. This EULA may be modified only by a written agreement signed by authorized representatives of you and NaturalPoint. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise of such right. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any laws(s) adopting UCITA in any form.

#### **CONTACT INFORMATION**

If you have any questions about this EULA, or if you want to contact NaturalPoint for any reason, please visit our websites for current contact information at: [www.naturalpoint.com](http://www.naturalpoint.com)

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