

END USER LICENSE AGREEMENT

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IMPORTANT:

BEFORE USING THE SOFTWARE, PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY. BY USING THE SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE.

This EULA is a legal agreement between (i) you and any entity you represent (collectively “you”) and (ii) Sony Electronics Inc. (“SONY”). This EULA governs your rights and obligations regarding the mocopi SDK software, as specified in Exhibit A attached hereto, of SONY and/or its third party licensors (including SONY’s affiliates) and their respective affiliates (collectively, the “THIRD-PARTY SUPPLIERS”), together with any updates/upgrades, any printed, on-line or other electronic documentation for such software and any data files, each provided by SONY or the THIRD-PARTY SUPPLIERS, or created by operation of such software (collectively, the “SOFTWARE”).

Notwithstanding the foregoing, any software in the SOFTWARE having a separate end user license agreement (including, but not limited to, GNU General Public license and Lesser/Library General Public License) shall be covered by such applicable separate end user license agreement in lieu of the terms of this EULA to the extent required by such separate end user license agreement (“EXCLUDED SOFTWARE”).

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The SOFTWARE is licensed, not sold. The SOFTWARE is protected by copyright and other intellectual property laws and international treaties.

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If you are a legal entity (except for an educational institution) (“ENTITY”), SONY grants you a limited, non-exclusive, personal, non-transferable, royalty-free license, for non-commercial purposes, to use the SOFTWARE solely in connection with your compatible device (including, but not limited to, SONY’s products which the SOFTWARE is embedded in or bundled with) (“DEVICE”), to the extent that you

fully comply with and solely in accordance with this EULA and the usage instructions as may be made available to you by SONY or the THIRD-PARTY SUPPLIERS. SONY 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 SOFTWARE that this EULA does not specifically grant to you.

If you are an individual or an educational institution, SONY grants you a limited, non-exclusive, personal, non-transferable, royalty-free license, whether for commercial purposes (except where you exercise the right for any legal entities) or for non-commercial purposes, to use the SOFTWARE solely in connection with your compatible DEVICE, to the extent that you fully comply with and solely in accordance with this EULA and the usage instructions as may be made available to you by SONY or the THIRD-PARTY SUPPLIERS. SONY 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 SOFTWARE that this EULA does not specifically grant to you.

For the avoidance of doubt, the provisions of this Section shall not preclude you from developing (i) the software or devices that incorporates the SOFTWARE and to be used on the DEVICE or (ii) software or devices that operate in combination with the SOFTWARE and to be used on the DEVICE (collectively, the "SECONDARY WORK") and delivering such SECONDARY WORK in free of charge to a third party, to the extent that you perform both (i) expressly indicate that they are for the DEVICE and (ii) impose obligations equal to or greater than those set forth herein to such third party.

COMMERCIAL LICENSE

In the event that you are the ENTITY and use the SOFTWARE for commercial purposes, you shall previously conclude a separate software license agreement for commercial use ("COMMERCIAL LICENSE AGREEMENT") with SONY. If you wish to conclude such COMMERCIAL LICENSE AGREEMENT, please contact us below.

[<xyn-support@sony.com>](mailto:xyn-support@sony.com)

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The SOFTWARE may be capable of being used by you to view, store, process and/or use content created by you and/or third parties. Such content may be protected by copyright, other intellectual property laws, and/or agreements. You agree to use the SOFTWARE only in compliance with all such laws and agreements that apply to such content. You acknowledge and agree that SONY may take appropriate measures to protect content stored, processed or used by the SOFTWARE. Such measures include, but are not limited to, refusal to accept your request to enable backup and restoration of content through certain SOFTWARE features, and termination of this EULA in the event of your illegitimate use of the SOFTWARE.

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PLEASE ALSO NOTE THAT THE SOFTWARE MAY BE DESIGNED TO BE USED WITH CONTENT AVAILABLE THROUGH ONE OR MORE CONTENT SERVICES ("CONTENT SERVICE"). USE OF THE SERVICE AND THAT CONTENT IS SUBJECT TO THE TERMS OF SERVICE OF THAT CONTENT SERVICE. IF YOU DECLINE TO ACCEPT THOSE TERMS, YOUR USE OF THE SOFTWARE WILL BE LIMITED. You acknowledge and agree that certain content and services available through the SOFTWARE may be provided by third parties over which SONY has no control. WHERE CONTENT SERVICE IS NOT UNDER SONY'S CONTROL, SONY SHALL NOT BE LIABLE IN RESPECT OF ANY DAMAGES (OR OTHER LIABILITY) RELATED TO SUCH CONTENT SERVICE. USE OF THE CONTENT SERVICE REQUIRES AN INTERNET CONNECTION. THE CONTENT SERVICE MAY BE MODIFIED OR DISCONTINUED AT ANY TIME.

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fees associated with your Internet connection, including but not limited to Internet service provider or airtime charges. Operation of the SOFTWARE may be limited or restricted depending on the capabilities, bandwidth or technical limitations of your Internet connection and service. The provision, quality and security of such Internet connectivity are your responsibility or that of the third party providing such service. You are solely responsible in the event any Malicious Code introduced in the SOFTWARE because of or through, your internet connections.

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The SOFTWARE is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the SOFTWARE could lead to death, personal injury, or severe physical or environmental damage (“HIGH RISK ACTIVITIES”). SONY, each of the THIRD-PARTY SUPPLIERS, and each of their respective affiliates specifically disclaim any express or implied warranty, duty or condition of fitness for HIGH RISK ACTIVITIES.

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NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONY OR AN AUTHORIZED REPRESENTATIVE OF SONY SHALL CREATE A WARRANTY, DUTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF ANY PROVISION OF THIS EULA. SHOULD THE SOFTWARE PROVE DEFECTIVE YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THESE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE CONTRARY TO APPLICABLE LAW OF YOUR JURISDICTION.

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OF THIS EULA SHALL BE LIMITED TO THE GREATER OF (i) THE AMOUNT ACTUALLY PAID FOR THE SOFTWARE, SONY'S PRODUCT WHICH THE SOFTWARE IS EMBEDDED IN OR BUNDLED WITH AND/OR SONY'S SERVICE TO WHICH THE SOFTWARE IS DEDICATED OR (ii) THE FIXED AMOUNT AGREED IN WRITING BETWEEN SONY AND YOU. SOME JURISDICTIONS DO NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE CONTRARY TO APPLICABLE LAW OF YOUR JURISDICTION.

INDEMNITY

Except as prohibited by applicable law, you agree to indemnify and hold harmless SONY and the THIRD-PARTY SUPPLIERS and their respective affiliates, officers and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the SOFTWARE and/or the DEVICE (including, without limitation, any software vulnerability caused by such use), your violation of this EULA or your failure to fulfill your responsibility under this EULA. If you provide the SECONDARY WORK to any third party, you shall notify, through appropriate means (such as posting on your website), such third party of that SONY shall not be liable for any loss or damages related to such SECONDARY WORK and SOFTWARE.

AUTOMATIC UPDATE FEATURE

From time to time, SONY or the THIRD-PARTY SUPPLIERS may automatically update or otherwise modify the SOFTWARE, including, but not limited to, for purposes of enhancement of security functions, error correction and improvement of functions, at such time as you interact with SONY's or third parties' servers, or otherwise. Such updates or modifications may delete or change the nature of features or other aspects of the SOFTWARE, including, but not limited to, functions you may rely upon. You acknowledge and agree that such activities may occur at SONY's sole discretion and that SONY may condition continued use of the SOFTWARE upon your complete installation or acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the SOFTWARE for purposes of this EULA. By acceptance of this EULA, you consent to such update/modification.

FORCE MAJEURE

SONY shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, fire, floods, storms, earthquakes, epidemics, acts of God, war, terrorism, riots, insurrection, embargos, acts of civil, military or governmental authorities, nuclear or other accidents, explosions, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

ENTIRE AGREEMENT, WAIVER, SEVERABILITY

This EULA (and SONY's applicable privacy policy separately presented to you, if any), as amended and modified from time to time, constitute the entire agreement(s) between you and SONY with respect to the SOFTWARE. The failure of SONY to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any part of this EULA is held invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this EULA, and the other parts will remain in full force and effect.

GOVERNING LAW AND JURISDICTION

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the SOFTWARE or this EULA. This EULA will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA. This EULA shall be governed by the laws of the State of Delaware (USA), without regard to conflict of laws provisions.

BINDING ARBITRATION

ANY "DISPUTE" THAT IS NOT RESOLVED THROUGH THE INFORMAL NEGOTIATION PROCESS DESCRIBED ABOVE SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION. "DISPUTE" is defined as any disagreement, cause of action, claim, controversy, or proceeding between you and any Sony entity related to or arising out of the SOFTWARE or this EULA. DISPUTE is to be given the broadest possible meaning that will be enforced. If a DISPUTE arises, you agree to first give notice to SONY by contacting Sony Electronics Inc. at 16535 Via Esprillo, MZ 1105, San Diego, CA 92127, Attn: Legal Department, and engaging in good faith negotiations to attempt to resolve any DISPUTE for at least 14 days, except that you or Sony (or any of its affiliates) may skip this informal negotiation procedure for DISPUTE enforcing, protecting, or concerning the validity of intellectual property rights.

ARBITRATION INSTRUCTIONS

To begin arbitration, either you or SONY must make a written demand to the other for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules, and the Supplementary Proceedings for Consumer-Related disputes when applicable ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of AAA's Rules by contacting AAA at (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared between you and SONY, but in no event shall your fees ever exceed the amount allowable by the special rules for Consumers Disputes provided for by AAA, at which point SONY will cover all additional administrative fees and

expenses. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration when appropriate pursuant to the Rules. Unless you and SONY agree differently, the arbitration will take place in the county and state where you live, and applicable federal or state law shall govern the substance of any DISPUTE. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern the arbitration itself and not any state law on arbitration. The arbitrator's decision will be binding and final, except for a limited right of appeal under the Federal Arbitration Act. The arbitrator may award declaratory or injunctive relief only in favor of the party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. Any court with jurisdiction over the parties may enforce the arbitrator's decision.

SMALL CLAIMS EXCEPTION

Despite the provisions set forth above, you have the right to litigate any DISPUTE in small claims court or other similar court of limited jurisdiction, to the extent the amount at issue does not exceed \$15,000, and as long as such court has proper jurisdiction and all other requirements (including amount in controversy) are satisfied.

CLASS ACTION WAIVER

YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY DISPUTES IN COURT BEFORE A JUDGE OR JURY. ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS, AND BOTH PARTIES AGREE NOT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS ALL PARTIES INVOLVED IN THE DISPUTE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

OPT-OUT INSTRUCTIONS

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND/OR THE CLASS ACTION WAIVER ABOVE, THEN: (1) YOU MUST NOTIFY SONY IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST USE THE SOFTWARE OR AGREE TO THIS EULA, WHICHEVER OCCURS FIRST; (2) YOUR WRITTEN NOTIFICATION MUST BE MAILED TO SONY ELECTRONICS INC., 16535 VIA ESPRILLO, MZ 1105, SAN DIEGO CA 92127, ATTN: LEGAL DEPARTMENT; AND (3) YOUR WRITTEN NOTIFICATION MUST INCLUDE: (A) YOUR NAME; (B) YOUR ADDRESS; (C) THE DATE YOU FIRST USED THE SOFTWARE OR AGREED TO THIS EULA; AND (D) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE

DISPUTES WITH ANY SONY ENTITY THROUGH ARBITRATION AND/OR TO BE BOUND BY THE CLASS ACTION WAIVER.

REJECTING CHANGES MADE TO THE DISPUTE PROCEDURES

Despite anything to the contrary in this EULA, you may reject changes made to the binding arbitration provision and class action waiver if: (1) you've already begun authorized use of the SOFTWARE at the time the change was/is made; and (2) you mail written notice to the address in the immediately preceding paragraph within 30 days after the particular change was/is made. Should such a situation arise, you will still be bound by the DISPUTE procedures you previously agreed to and existing before the change you rejected was made.

MISCELLANEOUS

Any DISPUTE determined not subject to arbitration and not initiated in small claims court will be litigated by either party in a court of competent jurisdiction in either the superior court for the County of San Diego or in the United States District Court for the Southern District of California.

EQUITABLE REMEDIES

Notwithstanding anything contained in this EULA to the contrary, you acknowledge and agree that any violation of or non-compliance with this EULA by you will cause irreparable harm to SONY, for which monetary damages would be inadequate, and you consent to SONY obtaining any injunctive or equitable relief that SONY deems necessary or appropriate in such circumstances. SONY may also take any legal and technical remedies to prevent violation of and/or to enforce this EULA, including, but not limited to, immediate termination of your use of the SOFTWARE, if SONY believes in its sole discretion that you are violating or intend to violate this EULA. These remedies are in addition to any other remedies SONY may have at law, in equity or under contract.

TERMINATION

Without prejudice to any of its other rights, SONY may suspend your access or use of the SOFTWARE and/or terminate this EULA if you fail to comply with any of its terms. In case of such termination, you must: (i) cease all use, and destroy any copies, of the SOFTWARE; (ii) comply with the requirements in the section below entitled "Your Account Responsibilities".

AMENDMENT

SONY RESERVES THE RIGHT TO AMEND ANY OF THE TERMS OF THIS EULA AT ITS SOLE DISCRETION BY POSTING NOTICE ON A SONY DESIGNATED WEB SITE, BY EMAIL NOTIFICATION TO AN EMAIL ADDRESS PROVIDED BY YOU, BY PROVIDING NOTICE AS

PART OF THE PROCESS IN WHICH YOU OBTAIN UPGRADES/UPDATES OR BY ANY OTHER REASONABLE OR LEGALLY RECOGNIZABLE FORM OF NOTICE. If you do not agree to the amendment, you should promptly contact SONY for instructions. Your continued use of the SOFTWARE after the effective date of any such notice shall be deemed your agreement to be bound by such amendment.

THIRD-PARTY BENEFICIARIES

Each THIRD-PARTY SUPPLIER is an express intended third-party beneficiary of, and shall have the right to enforce, each provision of this EULA with respect to the software of such party.

YOUR ACCOUNT RESPONSIBILITIES

Should you return your DEVICE to its place of purchase, sell or otherwise transfer your DEVICE, or if this EULA is terminated, you are responsible for and must, if reasonably possible, uninstall the SOFTWARE from the DEVICE and delete any and all accounts you may have established on DEVICE or are accessible through the SOFTWARE. You are solely responsible for maintaining the confidentiality of any accounts you have with SONY or third parties and any usernames and passwords associated with your use of the DEVICE.

Exhibit A

The mocopi SDK software includes the following:

- BVH Sender
- mocopi sensor data reader
- mocopi Mobile SDK