



RealWear Application End User License Agreement for Business Customers

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Definitions

As used in this document, “RealWear” or “RW” means RealWear, Inc. “You”, “Your”, or “User” means the end user of the RealWear Application. “EULA” means this Licensed Application End User License Agreement. “Application” means a RealWear software program made available through RW’s website or a Third Party App store. The Applications offered by RealWear for User’s own internal professional, business or commercial use (including government agencies) and are not promoted or marketed for the purpose of resale to third parties or for any consumer, non-professional, or leisure use.

Licensed Application

By installing, copying, or otherwise using the Application, you agree to be bound by the terms and conditions contained in this EULA. The Applications made available to you through RealWear’s website or Third Party App Stores are licensed not sold, and are provided “**AS IS**”, without any warranty. RealWear retains all rights in the Application, and grant User only the following limited, personal, non-transferrable licenses:

- A. **No Other Rights or Licenses:** No other rights or licenses are granted or implied, and the licenses expressly granted in this Section are User’s only licenses. Except as expressly permitted by applicable law, User may not decompile, attempt to derive source code from, or otherwise reverse engineer any Software. The licenses granted to User by these terms will automatically terminate if User violates or authorizes others to violate any of the license terms.
- B. **Use of Data:** The storage and use of any data in conjunction with RealWear’s application is at your sole risk and responsibility.
- C. **External Services:** Application may enable access to RealWear and/or third-party services and websites and you agree that your use of Third Party external services are at your sole risk.
- D. **NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF APPLICATION IS AT YOUR SOLE RISK.**
- E. **Limitation of Liability:** REALWEAR EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITES, LOST DATA, AND LOSS OF BUSINESS EXPECTATIONS. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THESE TERMS APPLY TO ALL



CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR REALWEAR'S LICENSING OF APPLICATIONS TO A USER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF REALWEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. In no event will RealWear's total liability to you for all damages exceed the amount you paid for applications, if any.

F. You may not use or otherwise export or re-export the Application except as authorized by United States law. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

G. The Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. § 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. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 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 the terms and conditions herein.

H. Governing Law: This Agreement is governed by, and the arbitrator will apply, the substantive laws of the State of Washington excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Claims must be brought within one (1) year of the date the claim arose, otherwise the claim will be permanently barred.

For more information please go to www.realwear.com/legal/