

SaaS TERMS AND CONDITIONS

1. SaaS SERVICES AND SUPPORT

1.1 Subject to the terms of the Order Form and these Terms and Conditions, IMMERSION will use commercially reasonable efforts to provide Customer the Services for Customer's internal business purposes only. As part of the registration process, Customer will identify an administrative username and password for Customer's IMMERSION account. Each authorized internal user of Customer will sign an End User License Agreement ("EULA") prior to obtaining credentials for accessing the Services.

1.2 Only Customer's employees and independent contractors who have a business need to use the Services, pursuant to this Agreement, (each a "End User" and together "End Users") may access and use the Services. No other third party shall be permitted to use the Services. For clarity, Customer is not permitted to resell the Services. Customer shall be liable to IMMERSION for its End Users breach of the Agreement. Customer is responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files and use of Customer's account with or without Customer's knowledge or consent.

1.3 Subject to the terms hereof, IMMERSION will provide Customer with reasonable technical support services in accordance with IMMERSION's Service Level Agreement applicable for the subscription level.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by IMMERSION or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; use the Services or Software to develop or distribute a competitive commercial service or software product; load or store any personally identifiable information about participants in the Service or Software; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, IMMERSION hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 By providing IMMERSION with any feedback regarding the Services, you are granting IMMERSION a perpetual, royalty-free and irrevocable right and license for all uses of the feedback with the Services and to use your name and

other identifying information in connection with such feedback.

2.3 Customer hereby grants to IMMERSION the express right to use Customer's company logo in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as a IMMERSION customer. IMMERSION hereby grants to Customer the express right to use IMMERSION's logo solely to identify IMMERSION as a provider of services to Customer. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

2.4 Any use of the Services by or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph I(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs I(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable.

2.5 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with IMMERSION's standard published policies then in effect (the "Policy(ies)") and all applicable laws and regulations. Although IMMERSION has no obligation to monitor Customer's use of the Services, IMMERSION may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of any IMMERSION Policy.

2.6 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of IMMERSION includes non-public information regarding features, functionality, pricing and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to IMMERSION to enable the provision of the Services ("Customer Data"). The



Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. IMMERSION shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, IMMERSION shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and IMMERSION will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other IMMERSION offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay IMMERSION the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. IMMERSION reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that IMMERSION has billed Customer incorrectly, Customer must contact IMMERSION no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Inquiries should be directed to IMMERSION's customer support department.

4.2 IMMERSION may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by IMMERSION thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on IMMERSION's net income.

5. DATA SECURITY

5.1 Security Program. During the Term, IMMERSION shall maintain a reasonable security program and follow all controls and methods in accordance with industry standards that are designed to protect the security of Customer Data and prevent unauthorized access to Customer Data, which shall be provided to Customer upon written request at compliance@GetImmersion.com. Such security program shall include implementation of appropriate administrative, technical and physical safeguards.

5.2 Security Incident. If either party believes that there has been a Security Incident (as defined below), such party must promptly notify the other party to the extent permitted by law. Each party will reasonably assist the other party to mitigate any potential damages. For purposes of this Agreement, "Security Incident" shall mean any unauthorized use of, access to, or disclosure of, Customer Data to an unauthorized third party. IMMERSION SHALL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RELATED TO A SECURITY INCIDENT THAT IS CAUSED BY THE ACTS OR OMISSIONS, MISCONDUCT, NEGLIGENCE, OR FRAUD BY OR OF CUSTOMER OR ANY OF ITS END USERS, EMPLOYEES, AGENTS, OR CONTRACTORS.

5.3 No Sensitive Personal Information. Customer agrees that it shall not disclose or otherwise make available to IMMERSION any Customer Data of any type, except to the minimum extent necessary for IMMERSION to provide the Services. Without limiting the foregoing, Customer shall not make available to IMMERSION any payment card information, personal identification numbers (PINs), financial passwords or other financial electronic identification numbers, information a person uses for payment or to access personal or financial information or resources (collectively, "Financial Information"). If any such Sensitive Personal Information is sent to IMMERSION, IMMERSION shall have the right, but not obligation, to extract, delete, remove and otherwise remediate such information from its systems. IMMERSION has the right, but undertakes no obligation, to monitor the Services for Sensitive Personal Information, and IMMERSION shall have no obligation



whatsoever with respect to any information transmitted in violation of the foregoing.

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party breaches any of the material terms or conditions of this Agreement, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, IMMERSION may terminate this Agreement at any time if Customer invests in or builds a service that is competitive to any IMMERSION Services, or Customer is determined to reverse engineer, decompile, or otherwise discover any of IMMERSION's Proprietary Information. Customer will pay in full for the Services up to and including the last day on which the Services are provided

6.3 Upon any expiration or termination of this Agreement, IMMERSION will disable the Services. Customer may download its Customer Data prior to such expiration or termination. No later than ninety (90) days after termination or expiration, Customer may request a copy of its Customer Data. Such copy will be provided by IMMERSION to Customer in an industry-standard format. Thereafter, IMMERSION will delete Customer Data within thirty (30) days. IMMERSION shall have no liability under this Agreement for any Customer Data that Customer provides or makes available to IMMERSION after this Agreement expires or terminates.

7. WARRANTY AND DISCLAIMER

7.1 IMMERSION shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by IMMERSION or by third-party providers, or because of other causes beyond IMMERSION's reasonable control, but IMMERSION shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. EXCEPT AS OTHERWISE STATED IN THIS ARTICLE 7, IMMERSION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS

EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. INDEMNITY

8.1 IMMERSION shall hold Customer harmless from liability to third parties resulting from actual or threatened infringement by the Service of any United States patent or copyright, or misappropriation of any trade secret, provided IMMERSION is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; IMMERSION will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by IMMERSION, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified by Customer after delivery by IMMERSION, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by IMMERSION to be infringing, IMMERSION may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8.2 Customer hereby agrees to indemnify and hold harmless IMMERSION from liability to third parties including any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any actual or threatened claim or action that arises from i) any violation of any published IMMERSION Policy from Customer's unauthorized use of Services, ii) actual or threatened patent infringement arising from modifications or combinations with other products, processes or materials by Customer to the Services after delivery causing the alleged infringement or where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or iii) any unaffiliated third-party claim arising from Customer's Data or Customer's or any end user's use of the Services.

9. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, UNLESS THERE IS INSURANCE COVERAGE FOR SUCH AMOUNTS IN WHICH CASE THE INSURANCE PROCEEDS MAY EXCEED THE PRIOR TWELVE MONTHS' FEES, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid, that provision may be revised, limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with IMMERSION's prior written consent. This Order Form and these SaaS Terms and Conditions are the complete and exclusive statement of the

mutual understanding of the parties and together supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and Customer does not have any authority of any kind to bind IMMERSION in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with IMMERSION to serve as a reference account upon request. Customer will strictly adhere to IMMERSION brand standards as may be published from time to time in any reference to IMMERSION and may not use or infringe upon any trademarks or trademarks claimed by IMMERSION. Customer will only use the word Immersion in reference to IMMERSION or the brain state IMMERSION measures.

Any notice or other communications required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given if sent by any of the following modes i) three (3) days after mailing by first class certified mail, postage prepaid, or ii) one day by overnight courier, or iii) immediately by email whose receipt is acknowledged by an officer of the receiving Party, to the following applicable address:

To IMMERSION:
Immersion Neuroscience Inc.
340 S Lemon Ave #2358
Walnut, CA 91789
Attn: Chief Executive Officer

To Customer:

To the Customer Contact's address set forth on the Order Form.