

<p style="text-align:center">TOTAL IMMERSION D’FUSION RUNTIME END USER LICENSE AGREEMENT</p>

You should read carefully all the terms and conditions of this License agreement (hereinafter referred to as the “Agreement”) between TOTAL IMMERSION and yourself (hereinafter referred to as “You” or “LICENSEE”).

By completing the installation process and using the Software/checking the option “I accept the terms in the License Agreement”, you agree to be bound by all the terms of the Agreement.

If You do not agree to be bound by the terms of the Agreement, then do not install and/or use the Software.

1. DEFINITIONS

“**TOTAL IMMERSION**” means the French Limited Company registered at the Register of Trade and Companies of Nanterre - France - under N° 421 328 295.

“**Application**” means the application developed and published by a duly authorized partner of TOTAL IMMERSION, which uses the Runtime Program.

“**Environment**” means the computer hardware ("platform(s)"), operating system(s) and the software programs required for use in conjunction with the Software, and indicated on the Media.

“**Media**” means all methods through which LICENSEE obtains the Software.

“**Runtime Program**”/“**Software**” means the program(s) – in the language defined in the Media and machine readable form - required in order for the Application to operate and coupled with the Application; any all corrections, new releases, versions, updates, upgrades, adaptations and improvements related to the Software.

2. OWNERSHIP

The Software is the exclusive property of Total Immersion and/or its licensors and is protected by French laws, foreign and applicable international laws, treaties and conventions.

This is a license agreement and not an agreement for sale. Consequently, Total Immersion (and/or its licensors) shall retain exclusive ownership of the Software, the trademarks used in connection therewith, and all intellectual property rights embodied therein and related thereto.

No ownership interest in the Software is transferred to LICENSEE hereunder.

3. GRANT OF RIGHTS

TOTAL IMMERSION hereby grants LICENSEE - without charges - a personal, nontransferable and nonexclusive right to use the Software as coupled with the Application, in the Environment and in the language indicated on its Media.

It is LICENSEE's responsibility to make sure that any user of the Software complies with the terms of the Agreement.

If the Software contains an update/upgrade of the Runtime Program, such update/upgrade constitutes a single product with the Software. Consequently, LICENSEE ceases using the previous version of the Software and LICENSEE agrees to all the terms of the Agreement which govern the terms and conditions of use of the updated Software.

LICENSEE acknowledges and agrees that the Agreement does not include any technical support and/or maintenance services.

YOU MAY:

- (a) install and use the Runtime Program on one (a) computer at a given point at a time, solely for execution purposes, to run the Application;
- (b) transfer the Software from one (1) computer to another, provided the Software is used on one (1) computer at a given point at a time;
- (c) make one (1) copy of the Software for back-up purposes only and in executable form, provided You reproduce all the copyright, trademarks and other proprietary notices that may appear on or in the Software; such copy being subject to the terms and conditions of the Agreement.

YOU MAY NOT:

- (a) use the Runtime Program for any other purpose than running the Application under the terms of the Agreement;
- (b) modify, translate or alter the Software, including but not limited to, using macros or any other automation technologies that could extend the functionality or use of the Software or any other derivative work. In the event modifications or derivative works are performed by You, TOTAL IMMERSION shall own such modifications, alterations or derivative works by operation of the Agreement;
- (c) reverse-engineer, decompile, disassemble, partially or completely, the Software, except as otherwise mentioned by the legal measures in force. Nevertheless, LICENSEE shall ask TOTAL IMMERSION for the information which is necessary to achieve the interoperability of the Software with another program and this, before any decompilation;
- (d) remove or alter any identification, proprietary notice, labels or trademarks of Total Immersion and/or its licensors which appear on or in the Software;

- (e) sublicense, sell, lease, rent, share the use of the Software or otherwise transfer it, or permit any third party to use the Software without the prior written consent of TOTAL IMMERSION;
- (f) use the Software in violation of any Country, Treaty, Federal or State law, regulation or rules, including laws with respect to misuse or improper use of information.

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In any case, it is LICENSEE's responsibility to make sure that any user of the Software complies with the terms of the Agreement.

5. WARRANTY DISCLAIMER AND LIABILITY LIMITATION

5.1 EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, TOTAL IMMERSION AND/OR ITS LICENSORS PROVIDE RUNTIME PROGRAMS ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. CONSEQUENTLY, TOTAL IMMERSION AND/OR ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS - WHETHER EXPRESS, IMPLIED OR STATUTORY - AS TO ANY MATTER, INCLUDING WITHOUT LIMITATION PERFORMANCE, RESULTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY AND/OR NON-INFRINGEMENT OF ANY THIRD PARTY'S RIGHTS.

5.2 You acknowledge and agree that TOTAL IMMERSION is not responsible for the availability of the Application and/or any content provided by a third party to LICENSEE. LICENSEE bears all risks associated with the use of the Application and more generally any content, with which the Runtime Program is coupled; it being agreed that the relationship is directly between LICENSEE and the owner of such Application. Consequently, TOTAL IMMERSION is not responsible for any loss or damage of any sort that You may incur from dealing with such third party.

5.3 IN NO EVENT, WILL TOTAL IMMERSION AND/OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES CAUSED TO LICENSEE, ANY USER OR THIRD PARTY, EVEN IN CASE OF NEGLIGENCE, INCLUDING BUT NOT LIMITED, TO THE INTERRUPTION OF THE GOOD ORDER WORK OF THE SOFTWARE, THE LOSS OF PROFITS, LOSS OF DATA AND/OR

ANY OTHER FINANCIAL LOSS ARISING FROM THE USE OF THE SOFTWARE OR INABILITY TO USE IT EVEN IF TOTAL IMMERSION HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, TOTAL IMMERSION'S LIABILITY AND THAT OF ITS LICENSORS UNDER THE AGREEMENT OR IN CONNECTION WITH THE RUNTIME PROGRAM SHALL NOT EXCEED THE AMOUNT OF US\$ TEN (10).

THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

6. NON-DISCLOSURE AND REFERENCES

The structure and organization of the Software are valuable trade secrets and confidential information of TOTAL IMMERSION and/or its licensors. LICENSEE shall not disclose such trade secrets. The obligation of non-disclosure shall remain in force five (5) years after the termination of the Agreement for any reason whatsoever.

LICENSEE expressly agrees that TOTAL IMMERSION has the right to publicly announce the TOTAL IMMERSION/LICENSEE relationship and use LICENSEE's name and logo as a reference.

7. TERM AND TERMINATION

Unless early termination, the license of use under the Agreement is granted to LICENSEE for the term of the rights granted to the latter relating to the Application.

LICENSEE may terminate a license at any time without cause by registered letter. This termination shall not relieve LICENSEE from its liability arising before the termination date.

TOTAL IMMERSION may terminate the Agreement at any time and without prior written notice in the event of any breach of the Agreement by LICENSEE.

Upon termination of the Agreement for any reason whatsoever, LICENSEE shall immediately stop using the Software and destroy any copy made whether partial or whole. In addition, LICENSEE shall certify by means of a written document duly signed by a legal representative that these provisions have been respected within a time limit of five (5) days from the date of termination. The termination of the Agreement does not prevent TOTAL IMMERSION from claiming any further damages.

8. CONSUMER RIGHTS

You may have additional consumer rights under your local laws, which the Agreement cannot change. In particular, the limitations or exclusions of liability contained in the Agreement do not affect or prejudice the statutory rights of consumers.

9. MISCELLANEOUS PROVISIONS

The relationship between TOTAL IMMERSION and LICENSEE is that of LICENSOR/LICENSEE. In all matters relating to the Agreement, LICENSEE will act as an independent party. It is LICENSEE's responsibility to comply with any applicable French export control laws and regulations. LICENSEE shall not directly or indirectly transfer the Software to any country to which such transfer would be prohibited by any applicable export control laws or would be subject to an export license or any administrative authorization, without having obtained first, such license or authorization. Further, LICENSEE warrants that LICENSEE is not a national or a resident of a country to which exporting the Software is not allowed by virtue of any Export laws or regulations. If any provision of the Agreement is held to be unenforceable upon a definite legal provision or a statutory or judicial determination, the remainder of the Agreement shall continue in full force and effect. The waiver by either party of a breach or default hereunder does not constitute the waiver of any subsequent breach or default. The Agreement constitutes the entire agreement between TOTAL IMMERSION and LICENSEE relating to the Software. No change or modification to the Agreement shall be valid unless it is in writing, and is signed by LICENSEE and an authorized officer of TOTAL IMMERSION. The Agreement is in the English language only, which language shall be controlling in all respects. All versions hereof in any other language shall not be binding on the parties hereto. A printed version of the Agreement under electronic form and any warning notice delivered under electronic form by TOTAL IMMERSION, shall be accepted in the course of any legal proceedings regarding the execution of the Agreement. The Agreement shall be governed by French law and any dispute, controversy or claim arising out of or related to the Agreement shall be settled by adjudication before the Commercial Court of Nanterre, France.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

If You have any questions regarding the Agreement or if you wish to request any information from TOTAL IMMERSION, please contact us via the web at: www.t-immersion.com (“about us”).

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