END-USER LICENSE AGREEMENT

Last Updated: August 10, 2017

Blueprint Reality Inc., a corporation registered in British Columbia, Canada ("Blueprint Reality","we," or "us"), is the proud owner and creator of the virtual, augmented, and mixed reality developer platform and toolset, MixCast ("MixCast"). MixCast is available for developers to integrate into their projects by way of the MixCast SDK. For the purposes of these terms and conditions, "MixCast SDK" includes, but is not limited to, all software, source code, object code, textures, models, materials, shaders, engine-specific structuring assets, service endpoints, and additional supporting tools and materials necessary for enabling MixCast functionality in other products.

AGREEMENT

IMPORTANT: READ THE FOLLOWING TERMS BEFORE USING THE MIXCAST SDK.

These Terms of Service (the "Terms") govern when you use the SDK as well as when you use any related services including, but not limited to, informal product support or use of MixCast's or Blueprint Reality's websites, https://blueprinttools.com or https://blueprintreality.com (the "Sites") (collectively, the "Services").

By accepting electronically (for example, clicking "I Agree"), installing, accessing, or otherwise integrating or using the SDK or Services directly in, or otherwise tangentially to, your virtual reality content or experience ("Developer Content"), you acknowledge and agree that: 1) you have read these Terms, 2) you understand these Terms, and 3) you agree to be bound by these Terms and the Privacy Policy (https://blueprintreality.com/privacy/) that is incorporated hereto by reference.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS, YOU MAY NOT INTEGRATE OR USE THE SDK OR SERVICES IN YOUR DEVELOPER CONTENT OR OTHERWISE USE THE SDK OR SERVICES IN CONNECTION YOUR DEVELOPER CONTENT.

If you are accessing or using the SDK or Services on behalf of a company or other legal entity, you represent and warrant that you are an employee or agent of that company or other legal entity and that you have the authority to bind that company or other legal entity to these Terms. In that case, "you" and "your" will refer to that company or other legal entity. Otherwise, "you" and "your" will refer to you, individually.

Note: these Terms apply to the MixCast SDK and there are separate terms and conditions that govern the rights and licenses for MixCast Studio and other Blueprint Reality Inc. related software. For terms and conditions relating to MixCast Studio, please refer to: the MixCast Studio EULA (which can be found here: http://store.steampowered.com/eula/580530_eula_1).

WHO MAY USE THE SDK AND/OR SERVICES

The SDK and Services are meant for individuals aged 13 years or older. Those that are at least 13 years old but younger than 18 years old, should not use the SDK or Services without first reviewing these Terms with a parent or guardian and ensuring that they and their parent or guardian agree with these Terms.

GRANT OF LICENSE

Subject to these Terms, Blueprint Reality grants you a limited, world-wide, nonexclusive, revocable, non-transferable, non-sublicensable, royalty-free license to (a) internally use, copy, modify and compile the MixCast SDK in order to design, develop, and test your Developer Content for the intended purpose of integrating MixCast in your Developer Content in order to enable users of your Developer Content to use MixCast, and (b) produce and distribute a version of your Developer Content with the MixCast SDK integrated therein ("MixCast Enabled Developer Content") (the "License").

In addition, you may not and shall not permit others to:

i) modify, reproduce, decompile, reverse engineer, or translate the MixCast SDK unless a modification is required to integrate the MixCast SDK into your Developer Content; or
ii) distribute or transfer the MixCast SDK other than as part of your MixCast Enabled Developer Content.

You understand that the SDK is being licensed to you and therefore no title or ownership in the SDK is being transferred or assigned and these Terms should not be construed as a sale of any rights in the SDK. You acknowledge that at all times, Blueprint Reality retains all right, title, and interest to the SDK, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer code, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, and moral rights. Blueprint Reality copyright notice(s) may appear in several forms, including, but not limited to, machine-readable form, and you agree to reproduce such notice in each form in which it appears. All rights not specifically granted under these Terms are reserved by Blueprint Reality and no license, permission or right of access or use not granted expressly herein shall be implied. Subject to the rights of Blueprint Reality in the MixCast SDK contained in your MixCast Enabled Developer Content, you own your rights to your MixCast Enabled Developer Content.

THIRD PARTY INTELLECTUAL PROPERTY RIGHTS POLICY

Blueprint Reality respects intellectual property rights and expects its users to do the same. It is Blueprint Reality's policy to terminate in appropriate circumstances account holders or other users of the SDK and/or Services who repeatedly infringe or are believed to be repeatedly infringing intellectual property rights, including copyright. If you believe that your copyrighted work is being infringed by the SDK, or material that appears on our Websites, or Service, please contact Blueprint Reality at infringement@blueprintreality.com

TERM AND TERMINATION OF LICENSE

The term of your license will begin on the date that you first install and/or use the SDK and will end on the earlier of:

(i)   your disposal of the SDK; or
(ii)   Blueprint Reality's termination of this Agreement for one of the following reasons:
   a. *Termination of the SDK.* Blueprint Reality does not guarantee that it will continue to support MixCast indefinitely, and may, at its sole discretion, decide to stop providing any, part, or all of MixCast and/or Services. Blueprint Reality will endeavor to communicate such termination with reasonable notice either on the Website, via email or by any other means that Blueprint Reality deems suitable.
   b. *Violation of these Terms.* Blueprint Reality may, at its sole discretion, immediately and without notice, terminate these Terms and its relationship with you if you violate any of these Terms in any way, including without limitation the Privacy Policy. An example of a violation is: you or anyone using the SDK under your license, making any unauthorized changes or use of the SDK, or infringing the rights of Blueprint Reality or any third party.

If these Terms are terminated, for whatever reason, all rights granted to you under these Terms, including the license to use the SDK, will terminate, unless expressly reserved by applicable law. You will discontinue your use of the SDK, and will refrain from accessing the SDK, and all the acquired attributes within the SDK will be lost. In the event of a termination, provisions relating to Ownership, Intellectual Property Rights, Termination, Warranty Disclaimers, Indemnity, Limitations of Liability, and Dispute Resolution shall survive such termination.

REDISTRIBUTION

Any redistribution of the MixCast SDK or portions thereof (in accordance with the License granted above) must be subject to an end user license agreement including language that:

A. prohibits the end user from modifying, reproducing, de-compiling, reverse engineering or translating the MixCast SDK;
B. prohibits the end user from distributing or transferring the MixCast SDK other than as part of your MixCast Enabled Developer Content;
C. prohibits the end user from utilizing any software solution other than the MixCast Studio and other Blueprint Reality Inc. software to create any content using the MixCast SDK.
D. gives users of the MixCast Enabled Developer Content the right to create their own user generated content of the MixCast Enabled Developer Content ("User Generated MixCast Enabled Developer Content" or "UGMEDC"
E. ensures that creators of UGMEDC grant Blueprint Reality Inc. a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the UGMEDC in connection with MixCast, the Service, or the Blueprint Reality (and its successors' and affiliates')

business, including without limitation for promoting and redistributing part or all of the Blueprint Reality's products and services in any media formats and through any media channels.

F. disclaims any and all warranties on behalf of Blueprint Reality and its affiliated companies and licensors;

G. disclaims, to the maximum extent permitted by law, Blueprint Reality's, its affiliated companies and its licensors' liability for all damages, direct or indirect, incidental or consequential, that may arise from any use of the MixCast SDK and/or Services and/or MixCast Enabled Developer Content;

H. requires the end user to agree not to export the MixCast SDK and/or the MixCast Enabled Developer Content, directly or indirectly, in violation of any U.S. laws; and

I. You are required to notify Blueprint Reality prior to use of the MixCast SDK in the development of any commercial Application. Please send notification by email to: licensing@blueprintreality.com and provide the following information in the email:

Company Name
Publisher and Developer Name
Application Name
Platforms (i.e. PC, Xbox, PS3, Wii)
Scheduled Ship Date
WebLink to product/video

Any Application integrating the MixCast SDK is subject to a license to Blueprint Reality for use and public display of such Application for advertising and marketing purposes.

Failure to notify Blueprint Reality pursuant to this Section and failure to provide attribution pursuant this section shall be considered a material breach of these Terms.

RESTRICTIONS.

By accepting these Terms, you agree that you will not, and will not permit others to:

(a) modify, translate, decompile, bootleg, reverse engineer, disassemble, or extract the inner workings of any portion of the MixCast SDK or Service (particularly any and all outward facing functionality and capability) except as necessary to integrate the SDK into your Developer Content;

(b) copy the look-and-feel or functionality of any portion of the MixCast SDK;

(c) remove any proprietary notices, marks, labels, or logos from the MixCast SDK or any portion thereof;

(d) rent, transfer or use as a service bureau all or some of the MixCast SDK without Blueprint's prior written consent, except in the form of Applications and subject to the requirements of these Terms;

(e) utilize any computer software or hardware which is designed to defeat any copy protection device, should the MixCast SDK be equipped with such a protection device or otherwise bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological

measure implemented by Blueprint Reality or any of Blueprint Reality's providers or any other third party (including another user) to protect the functionality and integrity of the SDK or Services;

(f) use the SDK or Service in any manner that would cause the SDK or Service to become subject to an Open Source License;

"Open Source License" includes, without limitation, a software license that requires as a condition of use, modification, and/or distribution of such software that the SDK or Service be (i) disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge.

(g) access, tamper with, or use non-public areas of the Services, Blueprint Reality's computer systems, or the technical delivery systems of Blueprint Reality's providers;

(h) attempt to access or search the SDK or Services or download the SDK from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Blueprint Reality or other generally available third-party web browsers;

(h) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(i) collect or store any personally identifiable information from the Services from other users of the Services without their express permission; or

(k) impersonate or misrepresent your affiliation with Blueprint Reality, or any person or entity, without that person or entity's prior consent.

Unauthorized copying of the MixCast SDK, or failure to comply with any of the provisions of these Terms, will result in automatic termination of these Terms and the License.

Blueprint Reality reserves the right to monitor access to or use of the SDK and/or Services, we have the right to do so for the purpose of operating and updating the SDK and/or Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We have the right to investigate violations of these Terms or conduct that affects the SDK and/or Services including, consulting and cooperating with law enforcement authorities to prosecute users who violate the law.

ATTRIBUTION REQUIREMENTS.

You must provide attribution for the MixCast SDK.

A. Include a reference to MixCast in any press release that includes a reference to functionality provided by MixCast for your MixCast Enabled Developer Content. For example, "Mixed reality created with MixCast™" or "Mixed reality powered by the MixCast™ broadcasting and recording platform" or "MixCast™ mixed reality by Blueprint Reality."

B. For applications, games and demos that incorporate the MixCast SDK or portions thereof, the MixCast logo must appear somewhere on the user interface in the

MixCast Enabled Developer Content. For videos, you must abide by the terms and conditions that govern the rights and licenses for MixCast Studio and other Blueprint Reality Inc. related software.

C. Identification by Blueprint Reality. Subject to these Terms, you agree that Blueprint Reality may identify you, on Blueprint Reality's website, printed collateral, trade-show displays and other retail packaging materials, as a company that produces products and/or services which incorporate the MixCast SDK. To the extent that you provide Blueprint Reality with input or usage requests with regard to the use of your logo or materials, Blueprint Reality will use commercially reasonable efforts to comply with such requests. For the avoidance of doubt, Blueprint Reality's rights pursuant to this section shall survive any cancellation or termination of these Terms with respect to existing products and/or services which incorporate the MixCast SDK.

D. Game/Demo-related Marketing Material. You permit Blueprint Reality to create and display self-promotional demo materials and use screenshot materials that capture assets from real-time play, captured video clips and images from the MixCast Enabled Developer Content, after release of the MixCast Enabled Developer Content to the public, and you may also provide Blueprint Reality with screenshots / imagery and video footage of the MixCast Enabled Developer Content (collectively, "Assets"). You hereby grant to Blueprint Reality the right to distribute, sub-license, and use the Assets in order to promote and market the MixCast SDK and Blueprint Reality in general. To the extent that you provide Blueprint Reality with input or usage requests with regard to the use of your logo or materials, Blueprint Reality will use commercially reasonable efforts to comply with such requests. For the avoidance of doubt, Blueprint Reality's rights pursuant to this section shall survive any cancellation or termination of these Terms with respect to existing products and/or services which incorporate the MixCast SDK.

Failure to provide attribution pursuant to this section shall be considered a material breach of these Terms.

Except as expressly set forth in this section, or in a separate written agreement with Blueprint Reality, you may not use Blueprint Reality's trademarks, whether registered or unregistered, in connection with the MixCast Enabled Developer Content in any manner or imply that Blueprint Reality endorses or otherwise approves of the MixCast Enabled Developer Content or that you and Blueprint Reality are in any way affiliated. Your use of the Blueprint Reality name under these Terms does not create any right, title or interest in the Blueprint Reality name or any Blueprint Reality trademarks and all goodwill arising from your use inure solely to the benefit of Blueprint Reality.

WARRANTY DISCLAIMERS

THE SDK AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the SDK or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any content of the Services.

LIMITATION OF LIABILITY

NEITHER BLUEPRINT REALITY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SDK OR SERVICES WILL BE LIABLE FOR ANY PERSONAL INJURY, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, INCLUDING WITHOUT LIMITATION, ACTIONS BY OTHER USERS, OR FROM THE USE OF OR INABILITY TO USE THE SDK OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BLUEPRINT REALITY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL BLUEPRINT REALITY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SDK OR SERVICES EXCEED ONE HUNDRED DOLLARS ($100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO BLUEPRINT REALITY, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BLUEPRINT REALITY AND YOU AND WILL APPLY TO THE FULLEST EXTENT POSSIBLE BY LAW.

INDEMNITY

You will indemnify and hold harmless Blueprint Reality and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to, use or misuse of the SDK or Services, (ii)

any activities conducted with your copy of the SDK (whether by you or another person); or (iii) your violation of these Terms.

DISPUTE RESOLUTION

In the event of any disagreement or dispute arising out of or relating to these Terms or breach thereof (a "Dispute") the dispute resolution mechanism is as follows:

- You and Blueprint Reality agree to first attempt to resolve the Dispute informally for a period of at least 30 days commencing on the date you make the Dispute known to Blueprint Reality.
- If the Dispute is not resolved within this period, you and Blueprint Reality agree to submit the Dispute for settlement by final and binding arbitration to be conducted in Vancouver, British Columbia, Canada.
    o The arbitration shall be commenced and conducted in accordance with the Commercial Rules of the American Arbitration Association (the "Rules").
    o Your arbitration fees and your share of the arbitrator's compensation shall be governed by and, where appropriate, limited by the Rules.
    o If the law of your jurisdiction prohibits the provisions of the foregoing, the arbitration shall be commenced and conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce.
- You agree that any informal resolution or arbitration of a Dispute shall be limited between you, individually and Blueprint Reality only. As such, to the fullest extent permitted by applicable law, no arbitration or settlement shall be joint with any other and you have no right or authority to: (a) arbitrate a Dispute on a class action basis or to utilize class action procedures; and to (b) raise a Dispute in a representative capacity on behalf of the general public or any other persons.
- Disputes arising out of the following provisions will not be subject to this dispute resolution mechanism and will fall under their respective legal framework:
    o disputes concerning the enforcement, protection or validity of intellectual property rights ;
    o disputes concerning allegations of invasion of privacy, piracy, theft or unauthorized use of the SDK; and
    o claims for injunctive relief.

GENERAL TERMS

Governing law. These Terms shall be governed and construed under the laws of Canada and the province of British Columbia. You hereby agree that the United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from application to these Terms.

Severability. To the extent any section, clause, provision or sentence or part thereof of these Terms is determined to be illegal, invalid or unenforceable by competent authority in any

jurisdiction, then that portion shall be severed and the remainder of these Terms shall be given full force and effect.

No Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without Blueprint Reality's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Blueprint Reality may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Confidential Information. All technical and business information disclosed by Blueprint Reality to you under these Terms, including but not limited to source code, documentation, technical assistance and any confidential information pertaining to Blueprint Reality's business or products, are to be considered "Blueprint Reality Confidential Information." You will not disclose any portion of Blueprint Reality Confidential Information to any third party and will protect all Blueprint Reality Confidential Information with the same degree of care as you use to protect your own information of a confidential or proprietary nature, but always with at least a reasonable degree of care. This obligation of confidentiality will survive termination and/or expiration of this Agreement for any reason.

Information Collection and Use. By installing and using the SDK and/or Services, you consent to information collection as set forth herein. Blueprint Reality may make connections to remote servers to collect non personally identifiable usage statistics, including: product performance, computer hardware performance, internet protocol address, and additional information relating to the user and their usage of the SDK. The information collected by Blueprint Reality may be shared with its collaborators and partners and used for lawful commercial purposes, including to improve our SDK and Service. All information collected is governed by our Privacy Policy, which can be found at https://blueprintreality.com/privacy. As stated in our Privacy Policy, Blueprint Reality will not share any personally identifiable information with third parties for marketing purposes without your consent.

Injunctive Relief. You acknowledge that the MixCast SDK and Services contain valuable proprietary information and trade secrets and that unauthorized or improper use of the MixCast SDK and/or Services will result in irreparable harm to Blueprint and its licensors for which monetary damages would be inadequate and for which Blueprint and its licensors will be entitled to immediate injunctive relief.

Automatic Updates. Blueprint Reality may, from time to time, update the SDK with bug fixes, patches, enhanced functions, missing plug-ins and new versions ("Updates"). By installing the SDK, you agree that Blueprint Reality may automatically update your version of the SDK.

No Waiver. Blueprint Reality's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Blueprint Reality. Except as expressly set forth in these Terms, the exercise by either party of any of its

remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Links to Third Party Websites or Resources. The SDK and/or Services may contain links to or products provided by third-parties. We provide these resources as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. Those third-party resources may be governed by their own terms of use, and you acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Changes to These Terms, The SDK or the Services. Blueprint Reality may modify these Terms at any time, in our sole discretion. If we do so, we will let you know either by posting the modified Terms wherever the SDK may be downloaded or through other communications. You should review any modified Terms, as it is modified, because if you continue to use the SDK and/or Services after we have posted a modified Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the SDK or Services anymore. Because the SDK and Services are evolving over time, we may change or discontinue all or any part of the SDK and/or Services, at any time and without notice, at our sole discretion.

Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Blueprint Reality and you regarding the SDK and Services, and these Terms supersedes and replaces any and all prior oral or written understandings or agreements between Blueprint Reality and you regarding the SDK and Services.

CONTACT INFORMATION

If you have any questions about these Terms, the SDK and/or the Services, please contact Blueprint Reality at support@blueprintreality.com.