

# Immersion Neuroscience Developer Software Agreement For Immersion Software Development Kit and Immersion APIs

Please read this Immersion Neuroscience Developer Software Agreement carefully before accessing, downloading or using any part of the Immersion SDK or API Software for Immersion products and Services. By accessing, downloading, installing, using or clicking on the "Accept" button while registering, downloading, installing and/or using the Software, You agree to the terms and conditions of this Agreement and are entering into a legally binding agreement with Immersion Neuroscience. This Agreement is effective as of the date You click 'Accept' or first download, install, or use the Software (the 'Effective Date')

## General terms

### 1. Acceptance

This Immersion Neuroscience Developer Software Agreement (the "Agreement") governs Your use of the Software (as defined below) and these terms and conditions constitute an agreement between You (either an individual or an entity) and Immersion Neuroscience Inc. including its affiliates and suppliers (collectively "Immersion") defining the rights and responsibilities of You and Immersion with respect to the Software. You and Immersion referred to collectively as the "Parties" and each, individually, as a "Party".

There may be additional terms and conditions specific to the particular Software provided or applicable to certain parts of the Software or related content, services, additions and extensions.

You are not allowed to use the Software if You do not agree to these terms and conditions.

### 2. Definitions

"Application" means one or more software programs developed by You in compliance with the requirements set forth in this Agreement and documentation provided by Immersion, under Your own trademark or brand, including bug fixes, updates, upgrades and new versions of such software programs.

"Authorized Users" means You and Your employees and contractors or, if You are an educational institution, Your faculty and staff, as applicable, who (a) have a demonstrable need to know or use the Software in order to develop and test

Applications, and (c) to the extent such individuals will have access to Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Confidential Information.

“Software” means (i) the Immersion SDK and API software product (source code and/or object code as applicable), with the exception of Open Source Software (as defined below), documentation, sample code, simulators, tools, libraries, application programming interfaces (APIs), data, files, and materials hereby provided or made available by Immersion for use by You in connection with Your Application development, and includes any updates that may be provided or made available by Immersion.

"Open Source Software" means any software, which is, as included in the Software, subject to a license terms and conditions currently listed at <http://opensource.org/licenses/> or meeting the criteria listed at <http://www.opensource.org/docs/definition.php> or which is subject to any similar free or open source license terms. Open Source Software contained in the Software is licensed under the license terms accompanying such Open Source Software and not the terms of this Agreement.

“You” or “Your” means the person(s) or entity using the Software or otherwise exercising rights under this Agreement. If you are accepting this Agreement on behalf of your company, organization or other entity, “You” or “Your” refers to your company, organization or other entity as well.

“Immersion API Service” means the service offered by Immersion that enables You to incorporate the Immersion APIs, as made available by Immersion from time to time, into Your Applications and to have end-users access and use it on such Applications.

“Immersion API Developer Package” means the Immersion software, Immersion API(s), documentation and any and all other material made accessible to You by Immersion from time to time that enables You to incorporate the Immersion APIs into Your Applications and is designated by Immersion as being a part of the Immersion API Developer Package.

“Immersion API(s)” means the interface information made accessible to You by Immersion from time to time that enables You to incorporate the Immersion API For Developers into Your Applications.

“User Content” means the identity and user measurement data a user of Your Application elects to share with You or is submitted or created by Immersion’s Software or API(s).

“Immersion Score(s)” means the results generated by the Software or Immersion API.

“DAUs/MAUs” refers to Daily Active Users and Monthly Active Users, respectively, which are metrics for Software activity. These metrics will be calculated using one month’s worth of lagging data of the users of Your Application.

### **3. Eligibility**

You must be legally competent to execute this Agreement. Thereby You must be of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in most countries) and have the right and authority to enter into this Agreement on Your own behalf, or if You are entering into this Agreement on behalf of Your company, organization or other entity, You have the right and authority to legally bind Your company, organization or other entity to the terms and obligations of this Agreement.

### **4. Term and Termination**

The term of this Agreement shall commence on the Effective Date and continue until for One (1) year, unless terminated earlier pursuant to below.

If the Agreement is not terminated under Section 2.c below at the conclusion of the Initial Term, it shall automatically renew for successive one (1) year terms, unless either party provides written notice of termination at least ninety (30) days prior to the end of the then-current term.

This Agreement may be terminated by either Party in the event the other Party refuses or is unable to perform the Services and Deliverables or is in material breach of the Agreement and fails to adequately perform or cure such breach within thirty (30) days of receipt of notice from the non-breaching Party.

This Agreement may be terminated at any time during the Term by either Party upon the other Party’s filing or institution of bankruptcy, liquidation or receivership proceedings, or upon an assignment of a substantial portion of the assets for the benefit of creditors by the other Party; Notwithstanding the foregoing, this Agreement shall not be terminated due to any internal reorganization of either Party that does not materially affect that Party’s ability to perform its obligations under this Agreement; provided, however, that in the case of any involuntary bankruptcy proceeding such right to terminate shall only become effective if the Party consents to the involuntary bankruptcy or such proceeding is not dismissed within ninety (90) days after the filing thereof.

Upon expiration or termination of this Agreement, all rights and duties of the Parties toward each other shall cease, the Software will be removed from Your Application, all security Tokens disabled or destroyed, and: (i) each Party shall pay to the other Party amounts for any undisputed Fees owed for Software provided by the other Party; (ii) any other provisions which by their terms are intended to survive shall survive the expiration or termination of this Agreement.

After termination, You may not access the Software. Immersion may terminate or restrict Your access to all or any parts of the Software or related services if there is an indication that You have breached this Agreement or any applicable laws or regulations.

Immersion may, in its sole discretion, provide updates to the Software from time to time. Immersion may also provide updates that are considered as important or critical by Immersion, and in such case You may not continue using the previous version of the Software and the use of the previous version of the Software may be prevented without installation of the update. Any related services or features of the Software may not be available during maintenance breaks and other times. Immersion may also decide to discontinue the Software, related service or any part thereof in its sole discretion. In such case You will be provided a prior notification and Immersion may terminate the Agreement accordingly.

## **5. Amendments**

Immersion may update or modify this Agreement from time to time by posting a revised version at [GetImmersion.com/sdk\\_agreement](https://getimmersion.com/sdk_agreement) or presenting the revised Agreement upon Your next login or download. Your continued use of the Software after such changes constitutes Your acceptance.

## **6. Use of the Software**

You hereby certify and agree that You will comply with the terms of this Agreement and You agree to monitor and be responsible for Your Authorized Users' use of the Software and their compliance with the terms of this Agreement. You may not grant access to the Software for any other than Authorized Users.

The Software is made accessible to You for the sole purpose of developing and testing Your Application(s). You may install, as applicable, a reasonable number of copies of the Software on computers owned or controlled by You to be used by You or Your Authorized Users during the term of this Agreement.

You are personally responsible for any use of the Immersion API Service. You may be granted a security token for access to the Software. You agree to take due care in protecting Your Application using the Software, Your token and/or developer key against misuse by others and promptly notify Immersion about any misuse. Where requested by Immersion, You agree to include and use the token and/or developer key, as applicable, in each request You make to access to the Software.

As a condition to using the Software, You hereby agree that:

(i) You will not use the Software in any manner or for any purpose that violates this Agreement or any applicable law or regulation, including without limitation, any intellectual property or other proprietary rights, any right of any person, rights of privacy, or rights of personality;

(ii) You will not distribute or post spam, unreasonably large files, chain letters, pyramid schemes, any malicious code, viruses or any other technologies or content that may harm the Software, other users, servers or network;

(iii) You will not use the Software in connection with any unlawful, offensive, abusive, obscene, pornographic, harassing, libelous or otherwise inappropriate content or material;

(iv) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Authorized Users in connection with the Software, Your Applications and Your related development efforts; and

(v) You will not remove or obscure any copyright or trademark notices or other similar notices or markings or legends from the Software, whether such notices, markings or legends or other branding requirements originate from Immersion or a third party;

(vi) You will not Introduce in the Software any identifying data that was brought to the attention of a health care professional, such as a doctor, by any means; and,

(vii) use or incorporate, without Immersion's prior written permission, the Software, Immersion API Developer Package or any part thereof, in connection with any Application or other service (a) where such Application's functionality is substantially similar to the Immersion SIX application distributed by Immersion or its affiliates; or (b) which has the primary purpose of capturing or collecting User Content without providing the user with additional functionality;

(viii) collect User Content without the express prior consent of the user;

(ix) access, or use the Service through any technology or means other than those provided by the Software or Immersion API(s), or through other explicitly authorized means Immersion may designate;

(x) use the Immersion API Developer Package or the Software in any manner or for any purpose that violates this Agreement or any law or regulation, including without limitation, any intellectual property or other proprietary rights, any right of any person, rights of privacy, or rights of personality; or

(xi) use the Immersion API(s) to issue queries that are not in response to end user actions; or

Notwithstanding anything to the contrary contained herein, You may not (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, except and only to the extent permitted by applicable mandatory law; (b) modify or create derivative works of the Software, except and only to the extent

permitted by Immersion; or (c) distribute, communicate to the public, export, re-export, sublicense, rent, loan, lease, disclose, sell, market, commercialize, re-license, host, or otherwise transfer or make available to any third party (including without limitation any affiliates and subcontractors) the Software (or any portions thereof).

Nothing in this Agreement or otherwise prevents Immersion from developing, distributing and/or making use of any application that is directly or indirectly competing with Your Application.

## **7. Requirements for Your Applications**

Your Application developed using the Software, or any part thereof, must comply with the following criteria and requirements, as may be modified by Immersion from time to time:

- (i) Your Application will be developed and used in compliance with this Agreement or any applicable law or regulation, including without limitation, any intellectual property or other proprietary rights, any right of any person, rights of privacy, or rights of personality;
- (ii) Your Application will be developed in compliance with the documentation, technical guidelines and other requirements as Immersion may provide from time to time;
- (iii) Your Application does not and will not, to the best of Your knowledge, violate, misappropriate, or infringe any copyright, patent, trademark, trade secret, rights of privacy or other proprietary or legal right of any third party or of Immersion;
- (iv) Your Application must not contain nor transfer any viruses, files, code malware or any other malicious software programs that may harm or disrupt the normal operation of the device or network;
- (v) Your Application must identify the nature and provider (including contact details) of the application, function as promoted and not contain any false, fraudulent or misleading information or representations;
- (vi) You will clearly communicate to the users of Your Application(s) (e.g. in the Application UI) that the use of the Application(s) creates data traffic;
- (vii) You will provide users of the Application(s) with easy settings to disable notifications;
- (viii) You will not design or market the Application, or any part thereof, for use in or with systems, devices or products that are critical to health and/or security of other people and property (e.g. intended for surgical implant into the body or other applications intended to support or sustain life or for any aviation or nuclear reactor application) or any other application in which the software or its failure, malfunction or inadequacy

could directly or indirectly cause or contribute to personal injury or death or significant property damage;

(ix) Your Application must not enable push notifications routed from other notification systems and servers provided by third parties;

(x) Your Application shall not send any push notifications without first obtaining user consent, (e.g. unsolicited messages, advertising, promotions, or direct marketing of any kind or for the purposes of phishing and spamming); and

(xi) Your Application shall not send any messages for the purpose of phishing or spamming, or enable anonymous or prank phone calls or SMS/MMS messaging.

(xii) If your Application enables You or any party to gain access to information about users, including but not limited to personally identifiable information or non-personally identifiable usage information (“Information”), You must provide users with notice about what Information is accessible and how such Information will be used or disclosed so that users may make informed decisions about whether or not to use Your Application.

(xiii) You must obtain content from a user for any Information and/or User Content you may collect and use of such Information and/or User Content. Furthermore, you must make Your privacy policy regarding the use of Information publicly available.

(xiv) Your Application must always refer to the Immersion Scores individually as “Value” and “Safety”, and collectively as the Immersion Scores.

(xv) Your Application and You may not make any medical scientific claims about the validity or suitability of the Immersion Scores to predict or diagnose any health or medical condition.

## **7.1 Acknowledgement**

You agree to acknowledge Immersion and Immersion Neuroscience Inc as the creator of the Immersion Scores in Your Application, any public marketing materials, press releases that reference neurologic measures, and any private or confidential business materials that may be used for fundraising or commercial sales.

Your Application must include the following acknowledgement in the Settings section of your app in a manner that is easily discovered:

### **“Powered by Immersion Neuroscience**

This app uses Immersion’s neuroscience-backed technology to measure the real-time impact of your experience. We call it Value Measurement—because it reveals what truly resonates with your brain. Learn more at:  
<https://GetImmersion.com>”

This statement may not be changed by You without prior written consent of Immersion.

## **8. Ownership and Intellectual Property Rights**

The Software and all rights, without limitation including title and intellectual property rights therein, are owned by Immersion and/or its licensors and affiliates and are protected by international treaty provisions and all other applicable national laws of the country in which it is being used. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of Immersion and/or its licensors and affiliates.

No right or license, express or implied, is granted to any part of the Software except as expressly set forth above. In addition, no licenses or immunities are granted to the combination of the Software with any other software or hardware not delivered by Immersion under this Agreement. Also, any and all licenses with respect to Immersion or third-party patents (including essential patents) are specifically excluded from the scope of this Agreement, and those licenses need to be acquired separately from Immersion or the respective right holders, as the case may be.

You and Your affiliates, as the case may be, covenant and agree not to bring suit before any court or administrative agency or otherwise assert any claim against Immersion or any of its affiliates, suppliers, licensees or customers based on any of Your patent or Your affiliate's due to reproduction, development, use, manufacturing, marketing, selling, distribution, licensing, importing, sub-licensing or other disposal of the Software or implementations thereof.

You and Your affiliates shall impose the obligation stated in clause above on any third party to whom You or Your affiliates may assign or transfer Your patents. This obligation is restricted to suits or other assertions based on such assigned or transferred patents.

You shall be released from Your covenant and agreement not to sue under this section in relation to a particular beneficiary (but not in relation to any other beneficiary) in the following event: (i) You are first sued for patent infringement related to the Software by such other beneficiary who benefits from Your covenant and agreement as set forth herein; and (ii) the suit is based on Your infringement of such other beneficiary's patent rights which if held by You would be subject to the covenant and agreement not to sue provided for above in this section.

For the purposes of this section, patent means any patent, utility model and any divisional, re-exam, re-issue, continuation and continuation-in-part thereof as well as any corresponding application globally.

## **9. Fees**



Your use of the Software may be or may become subject to charges. Immersion reserves the right to charge for the Software and to change its fees from time to time, at its discretion.

Current fee schedules are available may be included by reference as part of an Order Form, or a separate amendment to this Agreement. By continuing to use the Software when fees apply, You agree to the then-current fees.

## **10. Availability**

The Software may not be available in all countries and may be provided only in selected languages. The Software or some features may be network dependent, contact Your network service provider for more information.

## **11. Support and maintenance**

Immersion has no obligation to furnish You with technical or other support unless separately agreed in writing between You and Immersion. In case of such support given by Immersion, You understand and agree that the support has been given on “as is” and “as available” basis and Immersion will have no obligations or liabilities related to such support.

## **12. Feedback**

By submitting feedback (“Feedback”) to Immersion related to the Software, You acknowledge and agree that (1) Immersion may have similar development ideas to the Feedback; (2) Your Feedback does not contain confidential or proprietary information related to Your own activities or those of any third party; (3) Immersion is not under any obligation of confidentiality with respect to the Feedback; and (4) You are not entitled to any compensation of any kind from Immersion. You hereby grant Immersion a worldwide non-exclusive, sublicensable, assignable, fully paid up, royalty-free, perpetual and irrevocable license to use, reproduce, adapt, translate, exploit, copy, publicly perform, display, distribute, further develop and modify for any purpose such Feedback, and to prepare derivative works thereof, or incorporate such Feedback into other works as well as sublicense products and Software resulting from such works.

## **13. Links to Third Party Sites and Services**

For Your easy accessibility Immersion may include links to sites and services on the Internet that are owned or operated by third parties and that are not part of the Software. Upon following a link to such a third-party site, You shall review and agree to that site's rules of use before using such site or service.

You agree that Immersion has no control over the content of third-party sites and cannot assume any responsibility for services provided or material created or published by such sites. A link to a third-party site does not imply that Immersion endorses the site or the products or services referenced in the site.

You agree that Immersion is neither responsible nor liable for any such links or any third-party Internet site.

#### **14. Confidentiality**

You agree that all material and information in any form received from Immersion, including, but not limited to Software and its copies, as well as all translations of computer programs contained in the Software, Immersion's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, will be considered and referred to collectively as "Confidential Information". Confidential Information, however, does not include: (a) information that Immersion makes generally available to the public; (b) information that You can demonstrate to have had rightfully in Your possession prior to disclosure to You by Immersion; (c) information that is independently developed by You without the use of any Confidential Information; or (d) information that You rightfully obtain from a third party who has been given the right to transfer or disclose it by Immersion. You agree to keep confidential and not to disclose, publish, or disseminate any Confidential Information to any third party. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. You agree not to use Confidential Information otherwise for Your own or any third party's benefit without the prior written approval of an authorized representative of Immersion in each instance.

You further agree that despite of any other confidentiality agreements You may have between You and Immersion, Immersion will not be responsible for keeping confidential any information You provide to Immersion through the use of the Software or any related services. Neither Immersion nor any of its employees accept or consider unsolicited ideas, including but not limited to ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. If, despite the request that You not send us Your ideas and materials, You still send them, please understand that Immersion makes no assurances that Your ideas and materials will be treated as confidential or proprietary.

The rights and obligations of this section 14 shall remain in force for five (5) years from the date of the disclosure of Confidential Information.

#### **15. No warranties**

You acknowledge that the software is provided "as is" without warranty of any kind, express or implied, and to the maximum extent permitted by Applicable law neither Immersion, its licensors or affiliates, nor the Copyright holders make any representations or warranties, express or Implied, including but not limited to the warranties of merchantability, Accuracy of documentation and support material, or fitness for a Particular purpose or that software will not infringe any third party Patents, copyrights, trademarks, or other rights. There is no warranty by Immersion or by any other party that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free. You assume all

Responsibility and risk for the selection of the software to achieve Your intended results and for the installation, use, and results obtained from it.

## **16. Indemnity**

You agree to defend and indemnify Immersion from and against all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of (i) Your breach of this Agreement, (ii) Your infringement or violation of any intellectual property, other rights or privacy of a third party, and (iii) misuse of the Software by a third party where such misuse was made available by Your failure to take reasonable measures to protect Your username and password against misuse.

## **17. Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall Immersion, its employees, licensors or affiliates be liable for any lost Profits, revenue, sales, data, or costs of procurement of substitute goods or software, property damage, personal injury, interruption of business, loss of business information, or for any special, direct, indirect, incidental, economic, cover, punitive, special, or consequential damages, however caused and whether arising under contract, tort, negligence, or other theory of liability arising out of the use of or inability to use the software or the software, even if Immersion or its licensors or affiliates are advised of the possibility of such damages. Because some countries/states/jurisdictions do not allow the exclusion of liability, but may allow liability to be limited, in such cases, Immersion, its employees or licensors or affiliates' liability shall be limited to US\$50. Nothing contained in this agreement shall prejudice the statutory rights of any party dealing as a consumer. Nothing contained in this agreement limits Immersion's liability to you in the event of death or personal injury resulting from Immersion's negligence. Immersion is acting on behalf of its employees and licensors or affiliates for the purpose of disclaiming, excluding, and/or restricting obligations, warranties, and liability as provided in this agreement, But in no other respects and for no other purpose.

## **18. Export control**

You acknowledge that the Software may be subject to export control restrictions of various countries. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Software and/or Applications and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the Software or Applications.

## **19. Government End Users**

A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if You are a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995).

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) only as a commercial end item; and (b) only pursuant to this Agreement.

## **20. Miscellaneous**

### **20.1 Notices**

Notices may be provided electronically by posting within the developer portal, by email, or through in-app notification.

### **20.2 Assignment**

You shall not be entitled to assign or transfer all or any of Your rights, benefits and obligations under this Agreement without the prior written consent of Immersion, which shall not be unreasonably withheld. Immersion shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis.

### **20.3 Severability**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

### **20.4 Privacy**

The Immersion Privacy Policy (<https://your6.com/privacy>) and any additional privacy supplements govern the use of Your personal data.

### **20.5 Governing law and dispute resolution**

This Agreement is governed by and construed under the laws of the State of Nevada, excluding any conflict-of-law principles. Notwithstanding the arbitration provision set forth below, each Party retains the right to seek injunctive or other equitable relief from a court of competent jurisdiction to prevent or restrain a breach or threatened breach of this Agreement, without the necessity of posting bond or other security. Each Party irrevocably agrees to the exclusive jurisdiction and venue of the federal and state courts in Las Vegas, Nevada for any legal actions not subject to arbitration.

Recognizing the Parties' global operations, activities under this Agreement shall comply with laws in other jurisdictions where they operate. Conflicts between this Agreement and other jurisdictional laws will be negotiated in good faith to maintain the Agreement's intent and economic balance.

Any dispute, claim, or controversy arising from or related to this Agreement shall be resolved by arbitration in Las Vegas, Nevada. The arbitration shall be administered by Judicial Arbitration and Mediation Services ("JAMS") under its Comprehensive Arbitration Rules and Procedures, with specific attention to expedited procedures and

selection of arbitrators to ensure a timely resolution and selection of an arbitrator with specific expertise in the relevant technologies. The Parties agree to jointly select a single arbitrator from the JAMS panel who has substantial experience in the field related to the subject matter of the dispute. If the Parties cannot agree on an arbitrator within ten (10) business days, JAMS will appoint an arbitrator in accordance with its rules. The arbitration proceedings shall be conducted in English and shall be held under a strict confidentiality agreement to protect the proprietary interest of both Parties.

The arbitrator's decision shall be final and binding, and no party shall have rights to appeal except for those provided in Section 10 of the Federal Arbitration Act. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs.

#### **20.6 Entire Agreement**

This is the entire agreement between Immersion and You relating to the Software, and it supersedes any prior representations, discussions, undertakings, end-user agreements, communications, or advertising relating to the Software.

#### **20.7 Headings**

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

#### **20.8 Independent Contractors**

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

#### **20.9 Publicity**

Neither Party will make any press release or other public announcement regarding this Agreement or containing the other Party's logos, trademarks, or any marks identifying the other Party, without the other Party's express prior written consent, which shall not be unreasonably withheld, except as required under applicable law or by any governmental agency, in which case the Party required to make the public disclosure shall use commercially reasonable efforts to obtain the approval of the other Party as to the form, nature, and extent of the public announcement prior to issuing the press release or making the public announcement.

#### **20.10 Non-Solicitation**

Each Party agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of, without obtaining the prior written consent of the other Party, neither Party nor any of its affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence, or encourage any employee of the other Party to terminate employment with the other Party.

By clicking 'Accept' or otherwise downloading, installing, or using the Software, You acknowledge that You have read, understood, and agree to be bound by this Agreement.