

ACTIVELOOK BRAND LICENSE AGREEMENT

This Brand License Agreement (hereinafter the “**Brand License**”) is made by and between ENGO a French simplified joint-stock corporation (*société par actions simplifiée*) with its principal place of business at Engo, 17 Rue Félix Esclangon, Grenoble (38000), France, registered with the Trade and Companies Registry of Grenoble under number 989 371 752 (hereinafter “**ENGO**”) and any partner who enters into a Partnership Agreement with ENGO (hereinafter the “**Partner**”).

This Brand License is part of the Partnership Agreement to which the Parties are bound.

1. DEFINITIONS

The terms and expressions commencing with a capital letter in the body of this Brand License shall refer to the definitions set forth in the Partnership Agreement as well as those set forth hereinafter.

2. PURPOSE

The purpose of this Brand License is to determine the terms and conditions by which the Partner is authorized to use the ActiveLook Trademarks in relation with its Partner Products and/or Partner Services.

3. DURATION – EFFECTIVE DATE

This Brand License shall become effective upon the date of signature of the Partnership Agreement between the Parties (the “**Effective Date**”) and remains in force for its duration.

Effective upon the Effective Date, and provided that the Partner passing the ActiveLook Certification of its Partner Products and/or Services where this is required, ENGO hereby grants the Partner the license rights to its ActiveLook Trademark in consideration of Partner’s acceptance of the following terms and conditions of Brand License.

4. CERTIFICATION

ActiveLook Certification only applies:

- (1) when the Partner Products integrating the ActiveLook Technology are not entirely composed with ActiveLook Components supplied by ENGO but incorporating other components assembled or customised by the Partner,
- (2) and for each and every Partner Services.

Where ActiveLook Certification applies, Partner is mandatory to pass ActiveLook Certification to each and every Partner Products and/or Services concerned prior to use and mark the ActiveLook Trademark on such products and services.

The ActiveLook Certification process involves ENGO performing tests on the Partner Products and/or Services to ensure that it interoperates, functions properly and performs in accordance with the ActiveLook Technology standards and documentation (and the evolution of the latter) established by ENGO.

During all the duration of the certification process, the Partner undertakes to cooperate actively and in good faith with ENGO to facilitate the carrying out of the certification process and to provide it, at first request, with all useful and necessary information for the achievement of the

certification process.

In particular, the Partner shall provide ENGO, at his own expense, with all specimens of the products or services (notably software licenses) that it desires to be certified by ENGO.

ENGO remains free to deny the certification to a product or a service if it considers that such product or service does not comply, fully or partly, with the standards and the documentation related to the ActiveLook Technology.

5. LICENSE GRANT

Subject to the Partner complying with the terms and conditions of the Partnership Agreement, which includes the following Brand License and the Brand Guidelines, ENGO hereby grants the Partner a worldwide, royalty-free, non-exclusive, non-transferable (with no right to sublicense), personal right to use the ActiveLook Trademark in relation to production, manufacture, supply, promotion, marketing, sale, lease or other distribution and advertisement of Partner Products and/or Services.

The Partner acknowledges and accepts that ENGO has any and all rights to the ActiveLook Trademark and that except for the license rights expressly set forth above, the Partner shall have no interest or right to ActiveLook Trademark.

6. RIGHTS OF MICROOLED

Nothing in this Brand License shall in no way be perceived by the Partner as restricting in any way ENGO's right to title, right to use or right to otherwise have the entire of the ActiveLook Trademark and as granting the Partner, even tacitly, more rights than those which has been expressly granted hereto.

The list of ActiveLook Trademark can be found in Appendix 1. ENGO remains free to amend, at any time any ActiveLook Trademark upon notice of the Partner.

ENGO may require upon notice that the Partner cease using or limit its use of the ActiveLook Trademark if an allegation or claim is made by a third-party that the use of ActiveLook Trademark in accordance with this Brand License infringes its right and ENGO decides to cease using such ActiveLook Trademark.

Upon receipt by the Partner of such notice, the Partner shall cease or limit each notified ActiveLook Trademark and shall not supply any Partner Products and/or Services under or by a notified ActiveLook Trademark. In addition, the Partner shall remove or obliterate each notified ActiveLook Trademark.

7. BRAND GUIDELINES OF USE OF ACTIVELOOK TRADEMARK

The Partner shall comply strictly with the Brand Guidelines of ENGO regarding the form and manner of the use of ActiveLook Trademark as specified in Appendix 2 hereto.

ENGO remains free to amend, at any time the Brand Guidelines upon notice of the Partner.

The Partner shall not use the ActiveLook Trademark:

- (1) in any manner that is likely to reduce, diminish or damage the goodwill, the value or the reputation associated with the ActiveLook Trademark or ENGO,
- (2) in any manner likely to deceive or cause confusion with ENGO business or ENGO's own products,

- (3) in connection with illegal, unlawful or immoral activities,
- (4) in any manner as would result in any third-party claim or in any governmental claim or proceeding alleging unlawful or improper use of the Partner Products and/or Services,
- (5) in connection with any products or services other than the Partner Products and/or Services,
- (6) individually or in combination, as part of its corporate or trade name, or in any domain name without ENGO's prior written consent,
- (7) or in any manner other than as an identifier mark.

The Partner shall not use or register any corporate or trade name, any product or service mark, any certification mark or trademark likely to cause confusion with the ActiveLook Trademark.

8. PRESERVATION OF ACTIVELOOK TRADEMARK

The Partner agrees not to challenge, on its own behalf or through the intermediary of any other person, the ownership, the validity, the exploitation of any registrations of the ActiveLook Trademark.

The Partner shall not register any trademark identical or similar to the ActiveLook Trademark in territories where ENGO has not yet filed a trademark application.

9. OTHER OBLIGATIONS OF PARTNER

The Partner undertakes to design and maintain its Partner Products and Partner Services in a manner compatible with the ActiveLook certification plan. Therefore, the Partner shall not restrain or forbid, in any way, the compatibility of its Partner Products or Partner Services with any other ActiveLook certified application, service or device on the market, whatever the third-party company that markets them.

The Partner is solely responsible for compliance with all regulations, laws and other binding provisions and for obtaining all necessary authorisations and certifications to legally market its Partner Products and/or Services in the territories of its choice.

The Partner acknowledges that the grant of the Brand License and the issue of the ActiveLook Certification does not constitute in any way (even implicitly) an approval nor a control by ENGO of the compliance of the Partner Products and/or Services with all the applicable regulations, laws and other binding provisions.

The Partner shall not engage in any conduct, or make any representation, which may suggest that:

- (1) ENGO is the provider of the Partner Products and/or Services,
- (2) the Partner is for any purposes the agent of ENGO,
- (3) or that the Partner promotes or supplies any of the Partner Products and/or Services on behalf of ENGO.

DISCLAIMER OF WARRANTIES: ALL WARRANTIES WHICH WOULD OTHERWISE BE IMPLIED INTO THIS BRAND LICENSE ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW AND THE PARTNER RELIES UPON ITS OWN INQUIRIES AND INVESTIGATIONS IN RELATION TO THE ACTIVELOOK TRADEMARK AND THIS BRAND LICENSE.

10. OTHER OBLIGATIONS OF MICROOLED

ENGO shall use commercially reasonable efforts to register the Brand License as reasonably necessary in the countries in which the ActiveLook Trademarks are registered or applied for registration.

In the event that the Partner plans to use the ActiveLook Trademark in country or territory that is not included in the list attached to this Brand License (see Appendix 1), then the Partner shall ask to ENGO to ensure the availability of the ActiveLook Trademark in the concerned country or territory and, eventually, at its own discretion to apply for registration with the relevant trademark office.

11. INSPECTION

At any time and upon prior written notice to the Partner, ENGO has the right to conduct inspection to control the compliance of Partner Products and/or Services which are subject to the ActiveLook Certification.

The Partner shall, upon ENGO's request and at no cost to ENGO, provide ENGO with a reasonable number of the Partner Product or access to the Partner Service within ten (10) business days from receipt of its written request.

12. NONCONFORMITY

If at any time, any Partner Product and/or Partner Service which are subject to the ActiveLook Certification fails to comply to the ActiveLook Technology standards and documentation that were the basis for the ActiveLook Certification, the Partner shall immediately upon notification by ENGO:

- (1) cease all use of the ActiveLook Trademark to identify the Partner Product and/or Service concerned and to advertise such Partner Product and/or Service.
- (2) notify all distributors and customers who may have non-compliant Partner Product and/or Service and advertising therefor.

13. PROCEEDINGS

Each Party shall notify the other Party as soon as reasonably possible if it receives any written allegation that the Party's use of any ActiveLook Trademark infringes any third-party rights.

14. INDEMNIFICATION

The Partner shall indemnify ENGO against all third-party claims and liabilities which ENGO may incur, suffer or sustain to the extent based directly on the Partner's use of the ActiveLook Trademark as a direct result of the production and supply of the Partner Products and/or Partner Services or the use of the ActiveLook Trademark by the Partner, including without limitation claims based on product liability and incompatibility with the ActiveLook Technology provided however that the Partner is notified promptly in writing by ENGO of the suit and that the Partner is given control of the suit and all requested reasonable assistance to defend the suit without cost to ENGO.

By exception, this section does not apply to the extent to which the liabilities result from an allegation of a third-party that the Partner's use of ActiveLook Trademark in accordance with the Brand License infringes the intellectual property of a third party provided however that the Partner's use of ActiveLook Trademark is made on a territory on which ENGO has registered a trademark (see Appendix 1).

15. NO WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTNER ACKNOWLEDGES THAT THE ACTIVELOOK TRADEMARKS ARE ALL PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL ANY PARTY HERETO BE LIABLE TO ANY OTHER PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

17. SURVIVAL

Sections 13, 14, 15, 16, 17 and any other provisions that by necessary implication are intended to survive the termination of this Brand License shall survive any termination and expiration of this Brand License.

18. JURISDICTION

The Parties agree that all disputes arising in any way out of this Partnership Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the courts of Paris.

19. AMENDMENTS

Changes to the Partnership Agreement shall have probative value if they are established in writing, known as “amendment”, and comply, in all respects, with the sections of the Partnership Agreement. An amendment within the meaning of the Partnership Agreement is a written document dated and signed by the Parties.

20. APPENDIX LIST

Appendix 1 - ActiveLook Trademarks

Appendix 2 - Brand Guidelines

Appendix 1. ACTIVELOOK TRADEMARKS

Mark	Country	Registration number	Registration date
ActiveLook	France	017966407	09/10/2018
ActiveLook	WIPO (China, Israel, Japan, Russia, South Korea, United Kingdom, United States of America)	1464460	26/03/2019

Appendix 2. **BRAND GUIDELINES**

ActiveLook Application Certification & Branding

Latest version available online: <https://www.activelook.net/news-blog/activelook-application-certification-plan>

Certification advantages

ActiveLook certification grants the following advantages:

- The insurance that your application or service will work with any "Powered by ActiveLook" devices on the market, whatever the product brand.
- The right to use the 'Works with ActiveLook' badge, promoting the compatibility of your app, service or device with ActiveLook technology.
- The promotion of your ActiveLook application to the ActiveLook ecosystem & user base: featured application on webpage, newsletters and communication to various media.

ActiveLook may also facilitate partnerships with our eyewear brand partners deploying ActiveLook-compatible glasses and that could be interested in natively marketing your application along with their eyewear.

Certification requirements

The build-up of a strong and valuable ecosystem of ActiveLook products and services requires the commitment of all involved parties on a set of guidelines and good practices ensuring a relevant and consistent interoperability of these products and services, and, eventually, the richest and most seamless user experience.

ActiveLook certification is provided under following conditions:

- The application or service follows the development guidelines and requirements.
- The experience offered is the same whatever the ActiveLook device it connects to (no device filtering or hardware-conditioned feature set).
- The application or service is marketed by respecting the ActiveLook branding guidelines.
- The application or service brings value to the ActiveLook ecosystem.
- The application, device or service owner has signed the ActiveLook Brand License Agreement

Development good practices & requirements

Certification is provided given the good application of the development guidelines and requirements described in the 'Getting started' document available here.

It includes:

- Respecting good practices for UI development and glass management in terms of: readability, & fluidity, battery and internal memory management

- Keeping your application up to date and anticipating compatibility with upcoming firmware versions.
- Supporting the firmware upgrade scheme and anti-fragmentation policy.

ActiveLook Branding Guidelines

2 badges have been defined to highlight the compatibility of your application, product or service with ActiveLook powered glasses.

ActiveLook certification allows and requires the use of one of these badges on your communications related to your application or product: website, advertising, application store, product casing, point of sales.

Details are provided below.



logo for clear backgrounds



logo for dark backgrounds

On application store (Google Play Store / Apple Store)

The compatibility badge shall be visible on the application stores, on the application dedicated page, in one at least of the 'sample screens' illustrating application features.

The badge shall use 80% of corresponding 'sample screen' width. An additional text may explicit what ActiveLook compatibility is about.

in Application itself

It is recommended to handle Glass connection and tuning in a specific application tab or menu. In the header section of the corresponding screen, the below "ActiveLook" logo shall appear, using 60% of the display width.

ActiveLook®

ActiveLook Logo

On the application or service web page

The compatibility badge shall be visible on the home page of the product/service webpage.

Badge displayed size shall respect original badge size (as provided/shown above).

On point of sales, physical advertising

(Applies to ActiveLook compatible devices: smart watches, personal computers etc.)

The compatibility badge shall be present on the visuals associated with the point of sales or physical advertising for the product. Badge size and positioning shall allow its instantaneous visibility from a customer passing by.

Product casing

(Applies to ActiveLook compatible devices: smart watches, personal computers etc.)

The badge shall be positioned on the 'front panel' of the product package. Its size shall allow its clear readability.

Licence agreement

Certification is provided upon signature of the current ActiveLook Brand License Agreement.

Certification process

Once finalized and published on stores, submit your application as well as a signed copy of the Licence Agreement to the certification team on this email address:
developer@activelook.net

ActiveLook team will review it and give feedback within 15 days on the fit of your app with the program.

note: Do not hesitate to get in touch with the certification team (developer@activelook.net) upfront of your development to limit any risk of mismatch.

Signatures

ENGO:

ENGO S.A.S.

Signed: _____

Print Name: _____

Title: _____

Date of signature: _____

Partner:

[•]

Signed: _____

Print Name: _____

Title: _____

Date of signature: _____