

LUMIN SOFTWARE END USER LICENSE AGREEMENT VERSION 0.94 DATE OF LAST REVISION: OCTOBER 11, 2018

IMPORTANT: PLEASE READ THIS LUMIN SOFTWARE END USER LICENSE AGREEMENT (THIS "LICENSE") CAREFULLY BEFORE USING YOUR MAGIC LEAP ONE ("DEVICE"). THE TERMS OF THIS LICENSE ARE ALSO AVAILABLE ON MAGIC LEAP'S WEBSITE LOCATED AT WWW.MAGICLEAP.COM/LEGAL.

THIS LICENSE DESCRIBES THE LIMITED RIGHTS YOU HAVE TO USE THE LUMIN SOFTWARE ON YOUR DEVICE AND IS A BINDING CONTRACT BETWEEN YOU AND MAGIC LEAP, INC. ("MAGIC LEAP"). BY CLICKING "ACCEPT", OR BY INSTALLING OR USING THE LUMIN SOFTWARE, YOU REPRESENT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE.

IF YOU DO NOT AGREE TO THIS LICENSE, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER REFERENCED IN SECTION 10, THEN YOU MAY NOT CONTINUE WITH THE INSTALLATION OR USE OF THE LUMIN SOFTWARE. IN SUCH EVENT, YOU MAY RETURN THE DEVICE WITHIN THE RETURN PERIOD IN ACCORDANCE WITH MAGIC LEAP'S RETURN POLICY LOCATED AT WWW.MAGICLEAP.COM/WARRANTY.

NOTICES REGARDING OSS (AS DEFINED BELOW) AND OTHER ITEMS ARE ADDRESSED AT THE END OF THIS LICENSE.

1. LICENSE TO LUMIN SOFTWARE AND UPDATES

- 1.1 This License covers your use of all Lumin Software, unless any particular Lumin Software component or application is accompanied by separate terms. In that case, the separate terms will solely govern the applicable Lumin Software component or application. If the separate terms do not accompany the Lumin Software component or application, they may be found in the Lumin Software's NOTICES file. "Lumin Software" means individually or collectively: (a) the Lumin OS software on your Device; (b) all applications that are pre-installed on your Device; (c) certain OSS (defined in Section 4 below); and (d) all related documentation. Lumin Software includes any updates, upgrades, error corrections, bug fixes, patches, changes or revisions (collectively, "Update(s)") to the Lumin Software provided by Magic Leap. For the avoidance of doubt, any applications that are accessed and downloaded from Magic Leap World and any content, product, services or material accessed by or through such applications are governed by separate terms and conditions.
- 1.2 Magic Leap hereby grants you a personal, revocable (at-will), limited, nontransferable, nonsublicensable and nonexclusive license to use the Lumin Software on your Device on which it is delivered for or, if the Lumin Software is not delivered on a device, a single computer, solely for the purpose of installing the Lumin Software on a single device for which it is intended. You do not have any other rights to the Lumin Software.
- 1.3 Magic Leap may provide or make available from time to time Updates to the Lumin Software, and the Lumin Software may automatically connect to Magic Leap or third-party servers via the Internet to check for available Updates and may either: (a) automatically install the Update to the version of the Lumin Software that you are using on your Device; or (b) give you the option of manually installing the Updates. By installing the Lumin Software and not disabling any automated check for Updates, if applicable, you consent to automatically request and receive Updates from Magic Leap or third-party servers and agree that this License will apply to all such Updates unless provided with separate terms, in which case those separate terms will solely apply. Magic Leap encourages you to download, install and use such Updates to maximize your experience with your Device. If you choose not to install and use an Update, you may experience issues with delays, interruption, performance or security. Certain Updates are mandatory (e.g., updates for security concerns or otherwise), which you are required to install immediately and at least within two weeks of first being made available by Magic Leap. If you do not install the mandatory Updates within the applicable two-week period, you will not have access to certain Magic Leap services. Magic Leap will not be responsible for any liability that may arise due to your failure to install and use an Update where use of such Update would have avoided the liability.

2. RESERVATION OF RIGHTS AND RESTRICTIONS

- 2.1 The Lumin Software is licensed and not sold. Magic Leap and its licensors retain all right, title and interest in and to the Lumin Software, and all intellectual property rights therein, including any Updates and improvements, copies, translations, adaptations, modifications, derivations and enhancements of the Lumin Software. Magic Leap does not transfer to you any right, title or interest in or to the Lumin Software.
- 2.2 You may not, nor allow a third party to do any of the following: (a) make any archival copies of the Lumin Software; (b) work around, interfere with, exceed, or circumvent any technical limitations or software protection measures in the Lumin Software; (c) modify, adapt, alter, rent, lease, loan or distribute the Lumin Software or use the Lumin Software in the operation of a service bureau or for the benefit of a third party; (d) reverse engineer, decompile, translate, disassemble or otherwise attempt to derive any source code of the Lumin Software; (e) create derivative or merged works of the Lumin Software or separate the component parts of the Lumin Software; (f) input, upload, transmit or otherwise provide to or through the Lumin Software any unlawful or malicious information, materials or code; (g) alter or remove any proprietary rights notices or legends on or in the Lumin Software; (h) use the Lumin Software in hazardous environments requiring fail-safe performance, including, without limitation, the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, direct life support machines or weapons systems (collectively, "Restricted Use"); or (i) use the Lumin Software for the development, provision or use of a competing software service or product.

3. PRIVACY

Our Privacy Policy, which is located at http://www.magicleap.com/privacy, describes how we collect, use and disclose information about the Lumin Software and/or your Device. Our Privacy Policy is part of this License, and you agree to our use and sharing of the



information we collect about you as described in our Privacy Policy.

4. SERVICES AND THIRD-PARTY MATERIALS

- 4.1 You acknowledge and agree that your use of Magic Leap cloud storage services that may be accessible through the Lumin Software is subject to the latest version of Magic Leap's Cloud Storage Agreement, which you may access and review at http://www.magicleap.com/legal.
- 4.2 The Lumin Software may contain third-party materials that are subject to separate terms and conditions. With regards to third-party materials that are not OSS (as defined herein), those separate terms, and not this License, will solely govern such third-party materials. "OSS" means software and materials distributed by its licensor under a license (an "OSS license") as "free software," "open source software" or under similar licensing or distribution terms. Accordingly, OSS licenses include, but are not limited to, the MIT open source license, the BSD open source license, the Apache Software License, the General Public License, the Lesser General Public License and the Eclipse Public License.
- 4.2 Portions of the Lumin Software contain or are derived from third-party OSS software and materials. OSS received by Magic Leap under an OSS license which permits sublicensing under this License are sublicensed to you by Magic Leap under the terms and conditions of this License. OSS received by Magic Leap under an OSS license which does not permit sublicensing under this License are directly licensed to you from the OSS's licensor. Derivative works created by Magic Leap of OSS received by Magic Leap under an OSS license which does permit licensing of such derivative works under this License are licensed to you by Magic Leap under the terms and conditions of this License. Derivative works created by Magic Leap of OSS received by Magic Leap under an OSS license which does not permit licensing of such derivative works under this License are licensed to you by Magic Leap as required by the terms of the OSS license (e.g., to you by Magic Leap under the same OSS license).
- 4.3 To the extent permitted by any third-party materials, or any OSS license, Magic Leap provides that third-party material, OSS, and/or derivative work to you "as is," without warranty of any kind, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and noninfringement. In no event shall Magic Leap be liable for any claim, damages or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection, with that third-party material, OSS, and/or derivative work, or the use or other dealings in that third-party material, OSS, and/or derivative work.

5. TERMINATION

This License is effective on the date you first install or use the Lumin Software and continues unless and until terminated by Magic Leap at its sole discretion. Without prejudice to any other Magic Leap rights, this License will terminate automatically without notice if you fail to comply with your obligations under this License. Upon termination of this License: (a) your License to use the Lumin Software terminates; (b) you must immediately stop use of the Lumin Software; (c) you must return, destroy or delete, as may be directed by Magic Leap, all copies of the Lumin Software from your Device. These remedies are cumulative and in addition to any other remedies available to Magic Leap and (d) the following provisions will also continue to apply: Third Party Materials, Termination, Disclaimers of Warranty, Limitation of Liability, U.S. Government End Users, Export Restrictions, Governing Law and Arbitration, and General.

6. DISCLAIMER OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGIC LEAP PROVIDES THE LUMIN SOFTWARE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. MAGIC LEAP AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAGIC LEAP, ITS LICENSORS, SUPPLIERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL NOT INCREASE THE SCOPE OF THIS WARRANTY. MAGIC LEAP DOES NOT WARRANT THAT THE LUMIN SOFTWARE WILL MEET YOUR REQUIREMENTS, WILL ACHIEVE PARTICULAR RESULTS OR WILL OPERATE ERROR FREE. THE FEATURES AND FUNCTIONALITY OF THE LUMIN SOFTWARE MAY CHANGE AT ANY TIME, AND MAGIC LEAP DISCLAIMS ANY RESPONSIBILITY FOR SUCH CHANGES. THE LUMIN SOFTWARE IS NOT DESIGNED FOR RESTRICTED USE (AS DEFINED IN SECTION 2.2 ABOVE) AND MAGIC LEAP MAKES NO WARRANTIES FOR SUCH USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST OR EXCLUSIONS OR LIMITATIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU, AND MAGIC LEAP'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.

7. <u>LIMITATION OF LIABILITY</u>

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL (A) MAGIC LEAP OR OUR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR SYSTEM FAILURE OR MALFUNCTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE LUMIN SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF MAGIC LEAP HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) MAGIC LEAP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER; OF (i) THE TOTAL AMOUNT PAID BY YOU TO MAGIC LEAP FOR THE DEVICE (IF ANY); OR (ii) ONE HUNDRED DOLLARS (\$100). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS WILL APPLY TO THE MAXIMUM



EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MAGIC LEAP AND YOU. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF MAGIC LEAP FOR (A) DEATH OR PERSONAL INJURY CAUSED BY MAGIC LEAP'S GROSS NEGLIGENCE IN CONNECTION WITH THE LUMIN SOFTWARE; OR (B) ANY DAMAGES CAUSED BY MAGIC LEAP'S FRAUD OR FRAUDULENT MISREPRESENTATION, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

8. U.S. GOVERNMENT END USERS

Lumin Software acquired by the U.S. Government is classified as "Commercial Computer Software" and is provided with Restricted Rights as that term is defined in FAR 52.227-19 and DFARS 227-7202. This License governs the U.S. Government's use and disclosure of the Lumin Software, and supersedes any conflicting terms or conditions, except to the extent that any term or condition is inconsistent with U.S. Federal law. If the U.S. Government requires any rights that are not conveyed under this License, those rights will be separately negotiated and will be set forth in a separate written license or in a written addendum to this License.

9. EXPORT RESTRICTIONS

You will comply with all U.S. or other applicable export control laws regarding the export of items, software or technology including ensuring that: (a) no equipment, technical data, or Lumin Software is exported or re-exported to any country, person or entity in violation of any U.S. or other applicable export controls or sanctions; and/or (b) that anything received from Magic Leap is not used or re-exported for a prohibited use under U.S. or other applicable export control laws. Further, you represent and warrant that you are (y) not located in a country that is subject to U.S. Government sanctions or has been designated by the U.S. Government as a "terrorist supporting" country and (z) have not been identified as a sanctioned party by the U.S. Office of Foreign Assets Control or any other applicable sanctions or denied persons lists by any other applicable government agency. You will not use the Lumin Software if any applicable laws in your country prohibit you from doing so in accordance with these terms.

10. GOVERNING LAW AND ARBITRATION

This License will be governed by and construed in accordance with the laws of the State of California without resort to its conflict of law provisions. If there is any dispute under this License or otherwise relating to your use of the Lumin Software, you expressly agree that all such disputes will be solely governed by the venue and Agreement to Arbitrate and Waiver of Class Action provisions in the Account Terms and Conditions, which are located at http://www.magicleap.com/account-terms (the "Account Terms"). Please read the Agreement to Arbitrate and Waiver of Class Action carefully and understand your rights. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this License.

11. GENERAL

If any provision of the License is determined to be illegal, invalid or unenforceable, the validity of the remaining provisions will not be affected and will be enforced to the fullest extent of applicable law. This License, together with the Account Terms, contain the entire agreement between you and Magic Leap regarding your use of the Lumin Software and supersedes any prior representation or agreement, oral or written. If there is any conflict between the terms of this License and the Account Terms concerning the Lumin Software, the terms of this License will prevail. The failure of either party to enforce at any time any provision of this License may not be construed to be a continuing waiver of those provisions or any other provision. The provisions of this License that by their nature should continue in force beyond termination of this License will remain in force. You will not delegate, transfer or assign, by operation of law or otherwise, this License, or your rights or obligations under it without Magic Leap's prior written consent, and any attempt to do so is void. This License binds any permitted successors or assigns and you must present this License to any permitted assignee.

NOTICES SUMMARY

The list below is the table of contents for the notices file. The full notices files is available at https://www.magicleap.com/legal/oss-notices. This listing provides notice and guidance regarding the indicated items and should not be construed as an admission that the listed component appears in the distribution or in the manner indicated. For example, the listing may include various dependencies applicable only to development, testing, and evaluation, which may not be included in the distribution and, indeed, may have been deprecated in favor of alternatives. Similarly, fulfilling a license's compliance requirements for a particular form of distribution is not an admission that the software is in fact distributed in that form. For example, some dependencies may be dual-licensed and may permit redistribution under different licenses. Distributions and packaging vary and not all third party components are relied upon in the same manner or degree. The presence of a dependency under a given header below is merely for organizational purposes and is not necessarily indicative of the relevant, or elected, license. Where dependency authors provided incomplete or inconsistent documentation, inferences have been made with the intention of giving effect to the dependency author's desired intent. Note that some compliance documentation may be found in the software itself.

Where third party licenses require that an offer to provide relevant source code be made, in accordance with the terms of the third party



license, please contact Magic Leap if you wish to receive such a copy.

MIT / BSD AND VARIANT LICENSED THIRD PARTY CODE

tinyalsa LibPoco

Clipper Library

asio 1.12.0

iOS-Speech-To-Text

OpenCV3 with Line Detector Contrib

toybox

cellofellow/gopkg

Pintools - reader-writer-lock_futex.hpp

Chromium v66

Chromium Embedded Framework v3359

lz4-clib

writable_queue

GDCM

Waitable Queue

EASTL

grpc

chrome-devtools-frontend

gflags

google-perftools

opus codec

ν8

Android - platform - external - chromium_org - third_party - libvpx

cef3

Chromium (Google Chrome)

chromiumembedded

Assimp

modprismiq - UIDev

Brian Gladman AES

libxslt

libopus v1.2.1

webRTC

mrpt **CMSIS**

nanopb_helpers

HeavyAudioTools

Enzien Heavy

g2o

libpng

libxml2

Romo-SDK

opencl-headers

JSMN

@ilg/segger-rtt

tinyobjloader

libini

DarkReader 3.5.4

docopt

Guideline Support Library (GSL)

skia

libjpeg-turbo

fmt 4.1.0

Redis 4.0.9

pycrc

glm

jansson

libxslt

libv8

phonelib

SqlLite CPP

GSL



nghttp2

brotli

JSON for Modern CPP

UnityGLTF

libquarded 1.1.0

BoringSSL

libsrp v2.1.2

openSSL v1.1.0f

ÖpenCV-Android

yaml-cpp

minizip

tinyxml

nanopb

zlib-asm

mingw-and-ndk

lk

trusty-lk-common

trusty-lib

trusty-lk-trusty

OpenFabrics Enterprise Distribution - OFED

lk umia

jedisct1/boringssl

cURL

curlyfile

libcap2

libpcap0.8-dev

libvulkan1

alcatel

kfreebsd-10

ramenlibs

VP8/VP9 Codec SDK

eliben/llvm

Ilvm-toolchain-snapshot

wpa supplicant

arm-trusted-firmware

icu-data

lib/fs and Ext2 directory of LK embedded kernel

Android - platform - abi - cpp

Android - platform - external - ceres-solver

Android - platform - external - ipsec-tools

Android - platform - external - jsoncpp

Android - platform - external - libcxx

Android - platform - external - libcxxabi

Android - platform - external - libogg

Android - platform - external - libopus Android - platform - external - libunwind

Android - platform - external - libvorbis

Android - platform - external - libxml2

Android - platform - external - Ilvm

Android - platform - external - mesa3d

Android - platform - external - opencv

Android - platform - external - pdfium

Android - platform - external - ppp

Android - platform - external - scrypt

Android - platform - external - skia

Android - platform - external - webp

Android - platform - external - wpa_supplicant_8

Android - platform - external - zlib

Android - platform - frameworks - compile - mclinker

Android - platform - external - libvpx

reSIProcate 1.4.1

libjogl2-java

SQLiteCpp

ARM Compute Library

OpenMax İL

libsoldout



webp CAPKit-3rdparty-libs

APACHE 2 LICENSED THIRD PARTY CODE

Dynamic Android Sensor HAL (DASH) XDELTA3 - May 2017 mbed TLS mDNSResponder Abseil Android - platform - frameworks - native libndash flatbuffers 1.8.0 Draco Google Resonance Audio - FMOD SDK Google Resonance Audio - Unity SDK Google Resonance Audio - WWise SDK SADIE HRTF data Android - platform - frameworks - base google-input-tools google-protobuf CTPL Android Android - platform - prebuilts - misc Android - platform - ndk platform_bionic trusty-app-gatekeeper trusty-app-keymaster philz touch cwm6 platform libcore CockroachDB Apache ORC xdelta Android - platform - bootable - recovery Android - platform - sdk Android - device - generic - goldfish Android - platform - external - bouncycastle Android - platform - external - clang Android - platform - external - compiler-rt Android - platform - external - conscrypt Android - platform - external - dbus Android - platform - external - eigen Android - platform - external - expat Android - platform - external - gtest Android - platform - external - harfbuzz ng Android - platform - external - icu Android - platform - external - jemalloc Android - platform - external - libhevc Android - platform - external - libnfc-nci Android - platform - external - libnfc-nxp Android - platform - external - mdnsresponder Android - platform - external - neven Android - platform - external - sfntly Android - platform - external - sonivox Android - platform - external - webrtc Android - platform - frameworks - av Android - platform - frameworks - opt - net - wifi Android - platform - frameworks - compile - libbcc Android - platform - frameworks - compile - slang Android - platform - frameworks - minikin Android - platform - frameworks - rs Android - platform - hardware - broadcom - libbt

Android - platform - hardware - libhardware

Android - platform - prebuilts - ndk Android - platform - system - extras



Android - platform - system - media Android - platform - system - netd Android - platform - system - security

Android - platform - hardware - libhardware legacy

StageFright BlueDroid

MOZILLA PUBLIC LICENSE 2.0 LICENSED THIRD PARTY CODE

Mozilla Network Security Services (NSS) v 3.36.1 Mozilla NetScape Portable Runtime (NSPR) 4.19

GPL V2.0 LICENSED THIRD PARTY CODE

RTEMS Operating System
GNU C Library
Dnsmasq
libstdc++-arm-none-eabi-newlib
lge-kernel-mako
CyanogenMod - semc-kernel-msm7x30
platform_external_iptables
Ubuntu linux-base
PolarSSL
Android - platform - external - dnsmasq
Android - platform - external - e2fsprogs
Android - platform - external - elfutils
Android - platform - external - iproute2

GPL V3.0 LICENSED THIRD PARTY CODE

Android - platform - prebuilts - gcc - linux-x86 - aarch64 - aarch64-linux-android-4.8 lmbench LZO real-time data compression library archassault pcre2 libstdc++6

LGPL V2.1 LICENSED THIRD PARTY CODE

libusb-1.0
The WebKit Open Source Project
FFmpeg
libexif 0.6.2.1
keyutils - utility library
ceph-dkms
nomacs-debuginfo
Android - platform - external - libexif
Android - platform - external - libnl
hunspell

LGPL V3.0 LICENSED THIRD PARTY CODE

libzmq dingoo-sdk Qt

OTHER LICENSED THIRD PARTY MATERIALS

FreeType Zip & Unzip



Jam STAPL Byte code player DOTween ed22519 curve22519-donna Freeverb ASIO-cURL

sqlite

JsonCPP

Android - platform - external - libselinux

. TextMeshPro

Android - platform - external - aac

Android - platform - external - freetype

Android - platform - external - libpng

Android - platform - external - Izma

Android - platform - external - sqlite

Android - platform - hardware - broadcom - wlan Khronos Group - OpenGL ES

Upstream Notices Accompanying NVIDIA Distribution,Äù?

nvfx_flush from Waves

KERNEL-RELATED MATERIALS

Kernel-Modifications Kernel-Additions