

End User License Agreement

Hyphen-Labs Inc.

Last Updated March 6, 2018

IMPORTANT - READ CAREFULLY. THIS END USER LICENSE AGREEMENT SETS FORTH THE LEGAL AGREEMENT BETWEEN YOU AND US RELATING TO THE EXPERIENCE (AS DEFINED BELOW). IN PARTICULAR, THIS AGREEMENT REQUIRES THAT ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED THROUGH THE DISPUTE RESOLUTION PROCESS DESCRIBED IN SECTION 12 BELOW WHICH INCLUDES BINDING ARBITRATION AND A CLASS ACTION WAIVER.

THE EXPERIENCE IS DESIGNED FOR USE ON A VIRTUAL REALITY PLATFORM. TO REDUCE THE RISKS OF PERSONAL INJURY, DISCOMFORT AND/OR PROPERTY DAMAGE, PLEASE MAKE SURE THAT YOU READ AND COMPLY WITH ALL WARNINGS, GUIDELINES AND INSTRUCTIONS ASSOCIATED WITH THE USE OF VIRTUAL REALITY PLATFORMS AND RELATED HARDWARE, SOFTWARE AND SERVICES.

BY (A) DOWNLOADING, INSTALLING OR USING THE EXPERIENCE OR (B) CLICKING TO “ACCEPT” OR “AGREE” TO, OR TAKING ANY OTHER ACTION TO AFFIRM, THIS AGREEMENT WHEN THE OPTION IS MADE AVAILABLE TO YOU, WHICHEVER IS FIRST TO OCCUR, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU ARE NOT LICENSED OR OTHERWISE PERMITTED TO DOWNLOAD, INSTALL OR USE THE EXPERIENCE AND YOU MUST NOT DOWNLOAD, INSTALL OR USE THE EXPERIENCE IN ANY MANNER.

1. General. This End User License Agreement (this “**Agreement**”) sets forth the legal agreement between Hyphen-Labs Inc. (“**we**,” “**us**” or similar terms) and you with respect to the Hyphen-Labs branded virtual reality experience provided or otherwise made available to you by or on behalf of us (such virtual reality experience, along with any related documentation provided by us, including any Updates (as defined below) to any of the foregoing, as may be made available by us to you from time to time, collectively, the “**Experience**”). You represent and warrant that you are of legal age to form a binding contract with us, have read this Agreement, and agree to be legally bound by this Agreement.

2. Your Right to Use the Experience.

a. License. Subject to the terms and conditions of this Agreement, we grant to you a limited, personal, non-exclusive, non-transferable, non-sublicensable license to download, install and use the Experience on a single Experience-compatible device (e.g., a computer, mobile device or gaming console for which the Experience is designed for use) owned or controlled by

you only for your personal, non-commercial use in accordance with this Agreement (collectively, the “Permitted Use”). The Experience is licensed, and not sold, to you.

b. Additional Conditions and Restrictions. The license grant in Section 2(a) above does not authorize you to, and you will not (directly or indirectly): (i) use the Experience for any purpose, commercial or otherwise, other than the Permitted Use; (ii) copy the Experience; (iii) modify, adapt, alter, translate or create derivative works of the Experience; (iv) reverse engineer, decompile, disassemble, decode or otherwise attempt to discover the source code, architecture, structure or underlying technology of the Experience; (v) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Experience; (vi) rent, lease, loan, sublicense, distribute, transfer or otherwise provide access to the Experience to any other person (including at or through a gaming center or application service or on a network where it is capable of being accessed by more than one device at any time); (vii) use the Experience for purposes of (A) engaging in any activities in violation of applicable law, or (B) development of a competing product, service or offering; (viii) use the Experience for any purpose (including on any device or platform) for which it was not designed or for which is it not compatible; or (ix) attempt to gain unauthorized access to, interfere with, remove, disable, circumvent, damage or disrupt any portions of the Experience (including any copy protection, rights management, access control or security features with respect thereto). All rights in and to the Experience not expressly granted to you in this Agreement are expressly reserved by us and our licensors.

3. Ownership of the Experience. Except for the limited licenses expressly granted to you in Section 2(a) of this Agreement, nothing in this Agreement will be construed, either by implication, estoppel, or otherwise, as a grant to you of any right, title, license, or interest in the Experience or any component of any of the foregoing (including any patent, copyright, trade secrets, or other intellectual property rights with respect to any of the foregoing). We and/or our licensors shall retain exclusive ownership and title (including all patent, copyright, trade secret, and other intellectual property rights) in and to the Experience, including all titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, and musical works.

4. Support; Modifications; Updates. You may direct any requests for technical support with respect to the Experience to us at nsaf@hyphen-labs.com . We may from time to time, in our sole discretion, develop and provide software updates to the Experience, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or

delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the Internet either: (a) the Experience will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Experience and/or portions any of the foregoing may not properly operate should you fail to do so.

5. Collection of Information. You acknowledge that when you download, install or use the Experience, we may use automatic means (including, for example, cookies and web beacons) to collect information about your device, the Experience and your use of the Experience. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Experience or certain of its features or functionality. The Experience may provide you with opportunities to share information about yourself, your device and/or your use of the Experience with others. We may also receive information about you and your device from our partners. Any and all information we collect through or in connection with the Experience is subject to our Privacy Policy available at <http://www.hyphen-labs.com/assets/-hyphen-labs--terms-of-service.pdf>, and you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

6. Term and Termination.

a. Term. The term of this Agreement will commence at the time of acceptance of this Agreement by you and will continue in effect until terminated in accordance with Section 6(b) below (such period, the “Term”).

b. Termination. This Agreement will terminate automatically when you violate any of the terms or conditions set forth in this Agreement or when you uninstall and delete the Experience from your device. This Agreement may be terminated by us immediately, with or without notice, in the event of our decision (which shall be in our sole discretion) to cease to support or provide the Experience.

c. Effect of Termination.

i. Upon termination of this Agreement, all rights granted to you under this Agreement (including the license granted to you under Section 2) will terminate automatically and you will promptly uninstall, delete and cease further use of the Experience (including any copies thereof) in your possession. We are under no obligation to store or make available (during or after the Term) any

information created or associated with the Experience for any particular period of time.

ii. Notwithstanding anything to the contrary in this Agreement, termination of this Agreement will not affect any of your obligations or our rights under this Agreement, all of which will survive any termination of this Agreement.

7. Compliance with Laws. You agree to comply with all applicable laws (including regulations) relating to your access to and use of the Experience and other performance of this Agreement. Without limiting the foregoing, you agree that the Experience and other technical data provided to you under this Agreement may be subject to the import/export control laws of the United States and other countries, and you will comply with any and all such applicable laws.

8. Disclaimers; Health and Safety Warnings.

a. YOU ACKNOWLEDGE AND AGREE THAT THE EXPERIENCE IS PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. ANYTHING TO THE CONTRARY NOTWITHSTANDING, WE (INCLUDING, FOR PURPOSES OF THIS SECTION, OUR AFFILIATES AND LICENSORS) DO NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIM ALL, WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE EXPERIENCE, AND ANY OTHER PRODUCTS, SERVICES, OFFERINGS, INFORMATION OR ITEMS, PROVIDED, OR TO BE PROVIDED, TO YOU UNDER THIS AGREEMENT OR BY OR THROUGH THE USE OF THE EXPERIENCE (COLLECTIVELY, THE “OFFERINGS”), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, WE DO NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES AND/OR GUARANTEES REGARDING (I) THE OFFERINGS (INCLUDING THE USE OF OR THE RESULTS OF THE OFFERINGS) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, AVAILABILITY, SECURITY, COMPLIANCE WITH APPLICABLE LAWS OR OTHERWISE, OR (II) WHETHER THE OPERATION OF THE OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE OFFERINGS IS DONE SO AT YOUR OWN RISK.

b. **HEALTH AND SAFETY WARNINGS. YOU UNDERSTAND AND AGREE THAT THE EXPERIENCE IS DESIGNED FOR USE ON A VIRTUAL REALITY PLATFORM AND THAT THERE ARE INHERENT RISKS OF PERSONAL INJURY, DISCOMFORT AND/OR PROPERTY DAMAGE THAT ARE ASSOCIATED WITH VIRTUALITY REALITY PLATFORMS AND THE EXPERIENCE. TO REDUCE THESE RISKS IT IS IMPORTANT THAT YOU READ, EVALUATE AND FOLLOW ALL HEALTH AND SAFETY WARNINGS, GUIDELINES AND/OR INSTRUCTIONS WITH**

RESPECT TO THE VIRTUAL REALITY PLATFORM (INCLUDING ALL RELATED HARDWARE, SOFTWARE AND SERVICES) THAT YOU ARE USING.

A COMFORTABLE VIRTUAL REALITY EXPERIENCE REQUIRES AN UNIMPAIRED SENSE OF MOTION AND BALANCE. DO NOT USE THE EXPERIENCE WHEN YOU ARE: TIRED; NEED SLEEP; UNDER THE INFLUENCE OF ALCOHOL OR DRUGS; HUNG-OVER; HAVE DIGESTIVE PROBLEMS; UNDER EMOTIONAL STRESS OR ANXIETY; SUFFERING FROM COLD, FLU, HEADACHES, MIGRAINES, OR EARACHES (AS THIS MAY INCREASE YOUR SUSCEPTIBILITY TO ADVERSE SYMPTOMS). IN PARTICULAR, IT IS RECOMMENDED THAT YOU SEE A DOCTOR BEFORE USING THE EXPERIENCE IF YOU ARE: PREGNANT; ELDERLY; HAVE PRE-EXISTING BINOCULAR VISION ABNORMALITIES OR PSYCHIATRIC DISORDERS; OR SUFFER FROM A HEART CONDITION OR OTHER SERIOUS MEDICAL CONDITION.

SOME PEOPLE MAY HAVE SEVERE DIZZINESS, SEIZURES, EYE OR MUSCLE TWITCHING OR BLACKOUTS TRIGGERED BY LIGHT FLASHES OR PATTERNS, AND THIS MAY OCCUR WHILE THEY ARE WATCHING TV, PLAYING VIDEO GAMES OR EXPERIENCING VIRTUAL REALITY - EVEN IF THEY HAVE NEVER HAD A SEIZURE OR BLACKOUT BEFORE OR HAVE NO HISTORY OF SEIZURES OR EPILEPSY. ANYONE WHO EXPERIENCES ANY OF THESE SYMPTOMS SHOULD DISCONTINUE USE OF THE EXPERIENCE AND SEE A DOCTOR. ANYONE WHO PREVIOUSLY HAS HAD A SEIZURE, LOSS OF AWARENESS, OR OTHER SYMPTOM LINKED TO AN EPILEPTIC CONDITION SHOULD SEE A DOCTOR BEFORE USING THE EXPERIENCE.

BY USING THE EXPERIENCE, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND ALL SUCH WARNINGS, GUIDELINES AND INSTRUCTIONS. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE EXPERIENCE AND ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE EXPERIENCE AND ACTIVITIES RELATING THERETO.

9. Limitation of Liability. IN NO EVENT SHALL WE (INCLUDING, FOR PURPOSES OF THIS SECTION, OUR AFFILIATES AND LICENSORS) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR LOSS OF TIME OR BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANYTHING TO THE CONTRARY NOTWITHSTANDING, OUR TOTAL MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE GREATER OF (I) THE TOTAL RETAIL PRICE YOU PAID TO PURCHASE THE EXPERIENCE AND (II) US\$500. NO ACTION, SUIT OR PROCEEDING AGAINST US MAY BE BROUGHT MORE THAN ONE YEAR FOLLOWING THE DATE UPON WHICH THE CLAIM FIRST AROSE.

10. Indemnity. You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (a) your breach of any provision of this Agreement or (b) your download, installation or use of the Experience, including the results of your use thereof.

11. Governing Law; Venue. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR OTHERWISE). SUBJECT TO THE PROVISIONS OF SECTION 12 (BINDING ARBITRATION AND CLASS ACTION WAIVER) BELOW, ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EXPERIENCE SHALL BE INSTITUTED EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OR THE COURTS OF THE STATE OF NEW YORK. YOU WAIVE ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION OVER YOU BY SUCH COURTS AND TO VENUE IN SUCH COURTS.

12. Binding Arbitration and Class Action Waiver.

a. PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING ARBITRATION (JURY TRIAL WAIVER) OF ANY AND ALL DISPUTES (OTHER THAN SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS) WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US (NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS).

b. You and we agree to waive any right to a jury trial, and the right to have any Dispute (as defined below) resolved in any court, and instead accept the use of binding arbitration (which is the referral of a Dispute to one or more impartial persons for a final and binding determination); provided, however, that you have the right to litigate any Dispute in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Dispute, are satisfied. You agree to bring a Dispute in small claims court in the State of New York or, if you reside in the U.S., in a small claims court in your county of residence. "Dispute" as used in this Section 12 means any dispute, cause of action, claim, or controversy arising out of or in any way related to us, this Agreement, the subject matter of this Agreement, or the Experience, including but not limited to contract, personal injury, tort, warranty, statute or regulation, or other legal or equitable basis and disputes that involve third parties, except any dispute, cause of action, claim, or controversy relating to our intellectual property

(such as trademarks, trade dress, domain names, trade secrets, copyrights, and/or patents). You and we empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this Agreement, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable.

c. You and we agree that any Dispute is personal to you and us, and that any Dispute shall only be resolved by an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding. Neither party agrees to class arbitration, or an arbitration where a person brings a Dispute as a representative of any other person or persons. Neither you nor we agree that a Dispute can be brought as a class or representative action whether inside or outside of arbitration, or on behalf of any other person or persons.

d. You and we agree that this Agreement affects interstate commerce and that the enforceability of Section 12 shall be governed by, construed, and enforced, both substantively and procedurally, by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”) to the maximum extent permitted by applicable law.

e. The arbitrator, we, and you shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the.

f. Our goal is to resolve claims fairly and quickly. Accordingly, for any Dispute that you have against us, you agree to first contact us and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to us. The Notice to us must be sent by certified mail addressed to: Hyphen-Labs Inc., Attn: New Inc, 231 Bowery, New York, NY 10002, USA. The Notice must (a) include your name, residence address, and the email address and/or mobile telephone number associated with your account; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. If you and we cannot reach an agreement to resolve the claim within 30 days after such Notice is received, then either party may, as appropriate in accordance with this Section 12, commence an arbitration proceeding or file a claim in court. You and we agree that any Dispute must be commenced or filed within one year after such claim arose; otherwise, the Dispute is permanently barred.

g. In the event that you and we cannot resolve a Dispute and you do not pursue your claims through small claims court, you or we shall promptly submit the Dispute to binding arbitration at the office of the American

Arbitration Association (“AAA”). In the event AAA declines or is unable to administer the arbitration, you and we agree to use an arbitration forum or arbitrator that you and we mutually agree upon. If, after making a reasonable effort, you and we are not able to agree upon an arbitration forum or arbitrator, AAA or a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the AAA Consumer Arbitration Rules (“AAA Rules”) then in effect. The AAA Rules and other information about AAA and arbitration are readily available at <http://www.adr.org>. By entering into this Agreement, you either (1) acknowledge that you have read and understand the AAA Rules or (2) waive reading the AAA Rules and waive any claim that the AAA Rules are unfair in any way. You and we agree that this Agreement governs the arbitration, and that the applicable AAA Rules shall be subject to changes in procedures that AAA may make from time to time.

h. As limited by the FAA, this Agreement, and the applicable AAA Rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the Dispute; provided, however, that this power does not include the power to conduct a class arbitration or a representative action, which is prohibited by this Agreement (as stated above). The arbitrator may only conduct an individual arbitration, and may not consolidate more than one person’s claims and may not preside over any form of representative or class proceeding, or any proceeding on behalf of or involving more than one person or persons.

i. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, we will pay all filing, AAA, and arbitrator’s fees and expenses. We waive any right to seek an award of attorneys’ fees and expenses in connection with any non-frivolous arbitration between you and us.

j. **You may opt out of this agreement to arbitrate.** If you do so, neither you nor we can require the other to participate in an arbitration proceeding pursuant to this Agreement. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision, and must include your name, residence address, email address, and a clear statement that you want to opt out of this arbitration agreement. Any requests to opt out must be sent to: Hyphen-Labs Inc., Attn New Inc 231 Bowery, New York, NY 10002, USA. Unless you choose to opt out, this dispute resolution provision in Section 12 shall survive termination of this Agreement.

13. Severability. If an arbitrator or court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect

the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

14. Notices. Except as otherwise provided in the Agreement, any notice required or permitted to be given to a party under this Agreement shall be made (a) in the case of a notice to us, by mail to Hyphen-Labs Inc., Attn: New Inc. 231 Bowery, New York, NY 10002, USA and (b) in the case of a notice to you, by mail or email, in each case to the address reflected in our records.

15. Assignment. You may not assign or otherwise transfer this Agreement, or any of your rights or obligations hereunder, without our prior written consent. Any attempted assignment or transfer of this Agreement or any rights or obligations hereunder in violation of the preceding sentence will be void. We may freely assign or otherwise transfer this Agreement, or any of our rights or obligations hereunder, without notice to or consent from you. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and assigns.

16. Each instance in this Agreement of the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation.” As used in this Agreement, the term “days” means calendar days, not business days, unless otherwise specified. All headings or section divisions contained in this Agreement are for reference purposes only and will not be construed to affect the meaning or interpretation of this Agreement.

17. Force Majeure. We will not be liable for any failure or delay in performance resulting from any event beyond its reasonable control, including due to fire, flood, action or decree of civil or military authority, insurrection, act of war, terrorism, denial of service attacks, labor disputes or shortages, material shortages, power outages, failure of internet connections, failure of suppliers, or embargo.

18. Waiver; Amendments. No waiver of any provision of this Agreement will be effective against us unless made in writing and signed by an officer of our company. We shall have the right to change, modify or amend this Agreement, in whole or in part, at any time, on written notice to you, which notice may be provided by posting the amendment to the page of our website containing the then-current version of this End User License Agreement (or successor terms) and/or by sending you an email or other electronic alert that there has been an amendment. Your continued use of the Experience following the publication of such amendment shall constitute your acceptance of the amended End User License Agreement.

19. Trademarks. You must not use any of our trademarks, without our prior written permission. Third party names, logos, product and service names, designs and slogans are the trademarks of their respective owners. The display

of any third party names, logos, product or service names, designs or slogans on or through or in association with the Experience does not necessarily indicate any endorsement of or affiliation with us.

20. Entire Agreement. This Agreement constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes any and all prior representations, warranties, understandings or agreements (written or oral) between you and us with respect to the subject matter hereof.