

Leap Motion

AIRSPACE DEVELOPER DISTRIBUTION AGREEMENT

This Leap Motion Airspace Developer Distribution Agreement is between the individual or entity (“**you**” or “**Developer**”) that accepts it, and Leap Motion, Inc. You accept this agreement and the Program Policies (defined at the end of this paragraph) by clicking the box displayed at the end of this agreement, if you are reading this on a Leap Motion website, or by clicking an “agree” or similar button, where this option is provided by Leap Motion. Your agreement to these terms also binds your authorized users, your company or organization. If you do not agree to the terms of this agreement and the Program Policies, do not accept it. Before accepting it, please carefully read this agreement and all terms, rules and policies that we make available for participating in the Leap Motion developer program and Airspace, including on the Leap Motion developer portal (together, the “**Program Policies**”). This agreement and the Program Policies are referred to together as the “**Agreement**”).

Purpose

This Agreement sets out the terms and conditions under which you may provide Applications for distribution in Airspace, the Leap Motion app store.

Please read the complete terms and conditions below carefully, because the terms and conditions are binding on you and Leap Motion, and the summary above is qualified by them.

1. Definitions.

Whenever capitalized in this Agreement:

“**Airspace**” means the Leap Motion website and desktop software that allows for the discovery, download and purchase of Applications by end users.

“**Application**” means a software application developed using the SDK that interacts with a Leap Motion Controller and the Leap Middleware.

“**Authorized Users**” means your employees and contractors, members of your organization or, if you are an educational institution, your faculty and staff, who (a) have a demonstrable need to know or use the SDK in order to develop and test Applications on your behalf and (b) each have written and binding agreements with you to protect the unauthorized use and disclosure of the SDK.

“**Confidential Information**” means the SDK, and all technology, know-how, algorithms, testing procedures, software, structure, interfaces, specifications, reports, analysis and other technical information learned, accessed or derived by you or your Authorized Users pursuant to this Agreement or pursuant to use by you or your Authorized Users of Airspace or the SDK. Confidential Information does not include information that (i) has become generally publicly known without any improper action or inaction; (ii) was in your rightful possession without any obligation of confidentiality to any parties; (iii) was rightfully disclosed to you by a third party without restriction on disclosure; or (iv) is disclosed if required by law or court order (but only to the extent of such disclosure), provided that you will make reasonable efforts to give Leap Motion prior notice of the law or court order and cooperate with any attempts to obtain a protective order or similar treatment.

“Leap Middleware” means the Leap Motion application that interacts with the Leap Motion Controller and an operating system to make motion control functionality available to Applications through a specified interface.

“Leap Motion” “we” or “us” means Leap Motion, Inc., a Delaware corporation with a principal place of business at 333 Bryant Street, Suite LL150, San Francisco, California, 94107.

“Leap Motion Controller” means the Leap Motion USB peripheral device that detects and reads movements within a 3-D interaction space to precisely interact with and control software on a computing device.

“Leap Motion Review Guidelines” means the technical, human interface, design, product category, security, performance, and other criteria and requirements specified by Leap Motion for Applications submitted to Leap Motion for potential distribution via Airspace available at <https://developer.leapmotion.com/apps/guidelines>, as they may be modified from time to time by Leap Motion in accordance with this Agreement.

“SDK” means, collectively, the system files, Leap Middleware, tools, APIs, sample code, software documentation, one or more units of the Leap Motion Controller, other materials and any updates that may be provided or made available to you by Leap Motion via the Leap Motion developer portal or otherwise for use in connection with the Leap Motion development program to develop applications that interact with a Leap Motion Controller and the Leap Middleware.

Other capitalized terms used in this Agreement have the meaning given them elsewhere in this Agreement.

2. SDK Agreement

The development and testing of Applications using the SDK, whether for consumer, enterprise or other applications or uses, is subject to the terms of the Leap Motion SDK Agreement (“**SDK Agreement**”), available at <https://developer.leapmotion.com>. You agree to comply with and be bound by the terms of the SDK Agreement. In the event of a conflict between this Agreement and the SDK Agreement, the SDK Agreement will govern with respect to your use of the SDK.

3. Applications on Airspace

- 3.1. Submission of Apps.** You may choose to deliver to us your Application that meets the Leap Motion Review Guidelines for potential listing in Airspace at Leap Motion’s sole discretion.
- 3.2. Price for Apps.** If your Application is selected by Leap Motion in its sole discretion for listing in Airspace, you may choose to offer it for free or for a charge to end users. If you choose to offer it for a charge to end users, then the terms and conditions of Appendix 1 will apply.
- 3.3. Marketing Your App.** You will be responsible for uploading your Application to Airspace, providing required information about it to users, and accurately disclosing the security permissions necessary for your Application to function on user computing devices. Applications that are not properly uploaded will not be published in Airspace.

3.4. Content and Performance. Any Application you distribute on Airspace must adhere to the Leap Motion Review Guidelines: <https://developer.leapmotion.com/apps/guidelines>

3.5. Support. You will be solely responsible for support and maintenance of your Application and any complaints about your Application. Your contact information will be displayed in each application detail page and made available to users for customer support purposes. Failure to provide adequate support for your Applications may result in low ratings, less prominent product exposure, low sales and billing disputes, and removal from Airspace in Leap Motion's sole discretion.

3.6. Use of the Store. You agree to use Airspace only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

3.7. EULA. You may provide an end user license agreement ("Your EULA") with any Application if it complies with the requirements of, and is not inconsistent with, this Agreement. You agree that the provisions of our customer terms of use for Airspace which we designate as default end user license terms ("Default EULA Terms") will apply to end users' use of Applications. If there are any conflicts between the Default EULA Terms and Your EULA, then to the extent of such conflict the Default EULA Terms will control.

3.8. Privacy. You agree that if you use Airspace to distribute Applications, you will protect the privacy and legal rights of users. If the users provide you with, or your Application accesses or uses, user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your Application, and you must provide legally adequate privacy notice and protection for those users. Further, your Application may use that information only for the limited purposes for which the user has given you permission to do so. If your Application stores personal or sensitive information provided by users, it must do so securely and only for as long as it is needed. If the user has opted into a separate agreement with you that allows you or your Application to store or use personal or sensitive information directly related to your Application (not including other Applications or applications) then the terms of that separate agreement will govern your use of such information.

3.9. Application Ratings. Airspace will allow users to rate Applications. Only users who download the applicable Application will be able to rate it. Application ratings may be used to determine the placement of Applications on Airspace with higher rated Applications generally given better placement, subject to Leap Motion's ability to change placement at Leap Motion's sole discretion. Airspace may also assign you a composite score for any Application that has not received user ratings. A developer composite score will be a representation of the quality of your Application based on your history and will be determined at Leap Motion's sole discretion. For new developers without Application history, Leap Motion may use or publish performance measurements such as uninstall and/or refund rates to identify or remove Applications that are not meeting acceptable standards, as determined by Leap Motion in its sole discretion. Leap Motion reserves the right to display Applications to users in Airspace in a manner that will be determined at Leap Motion's sole discretion.

Your Applications may be subject to user ratings with which you may not agree. You may contact Leap Motion if you have any questions or concerns regarding such ratings.

3.10. Your License Grants.

- 3.10.1.** Subject to the terms and conditions of this Agreement, you grant to Leap Motion a nonexclusive, worldwide, and royalty-free limited license under any of your applicable intellectual property rights to copy, perform, display, and use your Applications for administrative and demonstration purposes in connection with the operation and marketing of Airspace and to sublicense third parties acting on Leap Motion's behalf to do any of the foregoing. This will extend until the earlier of Leap Motion's removal of your Application from Airspace or your election to remove your Application from Airspace.
- 3.10.2.** Subject to the terms and conditions of this Agreement, you grant to Leap Motion a nonexclusive, worldwide and royalty-free limited license under any of your applicable intellectual property rights to copy and distribute your Applications through Airspace according to the publishing options selected by you on the submission form for Airspace and to sublicense third parties acting on Leap Motion's behalf to do any of the foregoing. This license will extend until the earlier of Leap Motion's removal of your Application from Airspace or your election to remove your Application from Airspace.
- 3.10.3.** Subject to the terms and conditions of this Agreement, you grant to Leap Motion and its affiliates a non-exclusive, worldwide and royalty-free limited license during the term of this Agreement to use, reproduce, display, perform, publish and distribute screenshots, elements, assets, photographic, graphic or video reproductions or fragments of your Application in any medium or media, solely for purposes of promotion of your Application or of Leap Motion and its technology and business.
- 3.10.4.** Leap Motion may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this Agreement, provided that such consultants and contractors will be subject to the same obligations as Leap Motion. After termination of this Agreement, Leap Motion will not distribute your Application, but may retain and use copies of your Application for support of Airspace and the Leap Motion platform.
- 3.10.5.** You represent and warrant that you own or have valid licenses under all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to your Application. If you use third-party materials, you represent and warrant that you have the right to distribute the third-party material in or packaged with your Application. You represent and warrant that you will not submit material to Airspace that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material.

3.11. Ownership. Except for the license rights granted by you in Section 3.10, and Leap Motion's ownership of redistributables it provides in the SDK subject to the terms of the SDK Agreement,

Leap Motion agrees that it obtains no right, title or interest from you (or your licensors) under this Agreement in or to any of your Applications, including any intellectual property rights which subsist in those Applications.

3.12. Your Responsibility. You agree that you are solely responsible for (and Leap Motion and the third party provider that hosts Airspace on a technology platform, referred to below as the “**Platform Operator**”, have no responsibility to you or to any third party for) any Applications you distribute through Airspace and for the consequences of your actions, including any loss or damage which Leap Motion may suffer as a result.

4. Application Availability and Withdrawal

4.1. Application Availability. If you submit your Application for potential listing on Airspace, Leap Motion will review it. You understand and agree that Leap Motion may, in its sole discretion:

- 4.1.1.** determine that your Application does not meet all or any part of Leap Motion Review Guidelines then in effect;
- 4.1.2.** reject your Application for distribution for any reason, even if your Application meets Leap Motion Review Guidelines; or
- 4.1.3.** select your Application for distribution via Airspace.

Leap Motion will not be responsible for any costs, expenses, damages, losses (including but not limited to lost business opportunities or lost profits) or other liabilities you may incur as a result of your Application development, use of the SDK, or APIs provided in the SDK, including but not limited to the fact that your Application may not be selected for distribution via Airspace. You will be solely responsible for developing your Applications that are safe, free of defects in design and operation, and comply with applicable laws and regulations. You will also be solely responsible for any documentation and end-user customer support and warranty of your Applications. The fact that Leap Motion may have reviewed, tested, approved or selected your Application for Airspace will not relieve you of any of these responsibilities.

4.2. Application Withdrawal by You. Subject to the other terms of this Agreement, you may withdraw an Application from further distribution on Airspace at any time. Removing your Application from future distribution via Airspace does not (a) affect the license rights of users who have previously purchased or downloaded your Application, (b) remove your Application from personal computers or from any part of Airspace where previously purchased or downloaded applications are stored on behalf of users, or (c) change your obligation to deliver or support your Application or services that have been previously purchased or downloaded by users. However, Leap Motion will use commercially reasonable efforts to remove your Application from Airspace (including the part of Airspace where previously purchased or downloaded applications are stored on behalf of users) if you provide us written notice that you removed your Application due to (i) an allegation of infringement, or actual infringement, of any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person, (ii) an allegation of defamation or actual defamation, (iii) an allegation of violation, or actual violation, of any third party's right of publicity or privacy, or (iv) an allegation or determination that our Application does not comply with applicable law.

If you remove your Application from Airspace pursuant to clauses (i), (ii), (iii) or (iv) of this Section 4.2, and an end user purchased your Application within a year before the date of takedown, at Leap Motion's request, you must refund to the affected end user all amounts paid by such end user for your Application, less any portion specifically allocated to the credit card/payment processing for the associated transaction.

4.3. Leap Motion Takedowns. While Leap Motion does not undertake an obligation to monitor Applications or their content, if Leap Motion is notified by you or otherwise becomes aware and determines in its sole discretion that an Application or any portion thereof or your brand features; (a) violates the intellectual property rights or any other rights of any third party; (b) violates any applicable law or is subject to an injunction; (c) is pornographic, obscene or otherwise violates Leap Motion's hosting policies or other terms of service as may be updated by Leap Motion from time to time in its sole discretion; (d) is being distributed by you improperly; (e) may create liability for Leap Motion or for those with which it contracts; (f) is deemed by Leap Motion to have a virus or is deemed to be malware, spyware or have an adverse impact on Leap Motion's network or a third party network; (g) violates the terms of this Agreement or the SDK Agreement; or (h) the Application is impacting the integrity of Leap Motion servers (e.g., users are unable to access the Application or otherwise experience difficulty), Leap Motion may remove Applications from Airspace or reclassify Applications at its sole discretion. Leap Motion reserves the right to suspend and/or bar any developer from Airspace at its sole discretion.

In the event that your Application is involuntarily removed because it is defective, malicious, infringes intellectual property rights of another person, defames, violates a third party's right of publicity or privacy, or does not comply with applicable law, and an end user purchased such Application within a year before the date of takedown: (i) you must refund to Leap Motion all amounts received within a year before the date of takedown, plus any associated fees (i.e. chargebacks and payment transaction fees), and (ii) Leap Motion may, at its sole discretion, in lieu of such refund withhold from your future sales of Applications the amount in subsection (i) above.

5. Agreement and Airspace Changes

We reserve the right to change this Agreement, the Leap Motion development program or Airspace at any time in our discretion. Leap Motion may require that you either accept and agree to the new terms of this Agreement, or, if you do not agree to the new terms, cease or terminate your distribution of Applications through Airspace. Your continued distribution of your Application through Airspace after changes to this Agreement take effect will constitute your acceptance of the changes. If you do not agree to a change, you must terminate this Agreement.

6. Confidentiality, Privacy and Publicity

6.1. Your Confidentiality Obligations. You acknowledge and agree that you may learn Confidential Information of Leap Motion, the Platform Provider or their suppliers in connection with this Agreement or your use of Airspace. You agree not to disclose the Confidential Information to others, other than your Authorized Users as permitted under this Agreement, without the prior written consent of Leap Motion, to hold the Confidential Information in strict confidence using at least the same degree of care you use to protect your own Confidential Information of like

nature and importance, but no less than a reasonable degree of care, and not to use the Confidential Information for any purpose other than those contemplated by this Agreement. You will immediately notify Leap Motion if you discover any unauthorized use or disclosure of any Confidential Information and will cooperate with Leap Motion to remedy the unauthorized use or disclosure.

6.2. Publicity. You may not issue any press releases or other public communications that refer to Leap Motion without Leap Motion's prior written consent.

6.3. Your Information. Leap Motion may collect personal information provided by you or your Authorized Users to Leap Motion in connection with Airspace, and may collect other information from you or your Authorized Users, including technical, non-personally identifiable and/or aggregated information such as usage statistics, IP addresses, version number of the SDK, information about which tools and/or services in the SDK are being used and how they are being used, and any other information described in Leap Motion's privacy policy, currently available at <http://leapmotion.com>. Leap Motion may use the information collected to facilitate the provision of updates and other services to you, to verify compliance with, and enforce, the terms of this Agreement, to improve the SDK and Leap Motion's products, and for any other purposes set out in the privacy policy (these uses, collectively, are "**Permitted Uses**"). By submitting information about you and/or your Authorized Users to Leap Motion through your access and use of Airspace, you consent to Leap Motion's collection and use of the information for the Permitted Uses and represent that you have obtained all consents and permits necessary under applicable law to disclose your Authorized Users' information to Leap Motion for the Permitted Uses. You further agree that Leap Motion may provide any information collected under this Section 3.5, including your or your Authorized Users' user name, IP address or other identifying information to law enforcement authorities or as required by applicable law or regulation.

7. Your Obligations and Warranties

In addition to your other obligations under this Agreement, you warrant and agree that:

7.1. You are at least 18 years of age and have the right and authority to enter into this Agreement on your own behalf and that of your Authorized Users, or if you are entering into this Agreement on behalf of your company or organization, you have the right and authority to legally bind your company or organization and its Authorized Users.

7.2. You will use the Airspace only in accordance with all accompanying documentation, in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations and all U.S. and local or foreign export and re-export restrictions applicable to the technology and documentation provided under this Agreement (including privacy and data security laws and regulations), and you will not develop any application which would commit or facilitate the commission of a crime, or other tortious, unlawful, or illegal act.

8. Term and Termination

8.1. Term. This Agreement will continue to apply until terminated by either you or Leap Motion as set out below.

8.2. Termination by You. If you want to terminate this Agreement, and you are not distributing an Application on Airspace, you may terminate it by uninstalling and destroying all copies of the SDK that are in the possession, custody or control of you, your Authorized Users and your organization, and by ceasing distribution of your Application. If you are distributing your Application on Airspace, you must provide Leap Motion with thirty (30) days prior written notice and cease your distribution of your Application(s).

8.3. Termination by Leap Motion. Leap Motion may at any time, terminate this Agreement with you for any reason or for no reason in Leap Motion's sole discretion, such as, for example, for one or more of the following reasons:

8.3.1. Leap Motion has reason to believe any information or document provided by you to Leap Motion for the purpose of verifying your identity is false, inaccurate, or was provided by an unauthorized party.

8.3.2. Leap Motion is required by law, regulation or other governmental or court order to take such action.

8.3.3. You breach any term or condition of this Agreement.

8.3.4. You cease being an authorized developer.

8.3.5. Leap Motion decides to no longer provide Airspace.

8.4. Effect of Termination. Upon termination of this Agreement, all rights granted to you under this Agreement will immediately terminate and you must immediately cease all use and destroy all copies of the SDK and erase and destroy all copies of Leap Motion's Confidential Information in your and your Authorized Users' possession, custody or control, and cease your distribution of Applications. Sections 1, 3.11, 3.12, 6, 8.4 and 9 - 12 will survive termination or expiration of this Agreement.

9. Indemnification.

You agree to indemnify, hold harmless and, at Leap Motion's option, defend Leap Motion and its affiliates and their respective officers, directors, employees, agents, and representatives, and Platform Provider, harmless from any and all judgments, awards, settlements, liabilities, damages, costs, penalties, fines and other expenses (including court costs and reasonable attorneys' fees) incurred by them relating to any third party claim (a) with respect to your Application(s), including products liability, privacy, or intellectual property infringement claims, or (b) based upon any breach or alleged breach of your representations, warranties, and covenants under this Agreement. In no event may you enter into any settlement or like agreement with a third party that affects Leap Motion rights or binds Leap Motion in any way, without the prior written consent of Leap Motion.

10. Warranty Disclaimer.

THE LEAP MOTION SDK AND AIRSPACE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LEAP MOTION, ON BEHALF OF ITSELF AND ITS SUPPLIERS, AND THE PLATFORM OPERATOR, HEREBY DISCLAIMS ALL REPRESENTATIONS, PROMISES, OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LEAP MOTION SDK AND AIRSPACE, INCLUDING

THEIR CONDITION, AVAILABILITY, OR THE EXISTENCE OF ANY LATENT DEFECTS, AND LEAP MOTION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SUITABILITY, AND FITNESS FOR ANY PURPOSE. LEAP MOTION DOES NOT WARRANT THAT THE LEAP MOTION SDK AND AIRSPACE WILL BE ERROR-FREE OR THAT THEY WILL WORK WITHOUT INTERRUPTION.

11. Limitation of Liability.

IN NO EVENT WILL LEAP MOTION'S LIABILITY, OR THOSE OF ITS SUPPLIERS OR OF THE PLATFORM OPERATOR, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE SDK EXCEED ONE THOUSAND DOLLARS. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, A BREACH OF THE LICENSE RESTRICTIONS OR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

12. Miscellaneous.

12.1. Assignment. You may not assign this Agreement without the prior written consent of Leap Motion. Leap Motion may assign this Agreement without your consent in connection with (1) a merger or consolidation of Leap Motion, (2) a sale or assignment of substantially all its assets, or (3) any other transaction which results in another entity or person owning substantially all of the assets of Leap Motion. In the event of a permitted assignment, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.2. Platform Operator Requirements. Airspace is hosted on a technology platform provided by a third party. You agree that, as between you and the third party, the third party owns all right, title and interest in its platform, and you will keep confidential information you may learn regarding the technology of the platform that is not publicly available except as required in the distribution of your Application or as required by law. The third party will be a third party beneficiary of this Agreement and is entitled to enforce any part of it against you, but solely to the extent a breach by you adversely affects the third party's intellectual property rights in the platform or its technology. You agree that the benefits of Sections 9, 10 and 11 of this Agreement will apply to the third party.

12.3. Waiver; Severability. The failure of any party to enforce any rights under this Agreement will not be deemed a waiver of any rights. The rights and remedies of the parties in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

12.4. Reservation. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied, are granted by Leap Motion, by implication, estoppel, or otherwise.

12.5. Governing Law and Jurisdiction. This Agreement will be exclusively governed by and construed under the laws of the State of California, without reference to or application of rules governing choice of laws. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California and you hereby consent to such jurisdiction. However, Leap Motion may apply to any court or tribunal worldwide, including but not limited to those having jurisdiction over you or your Authorized Users, to seek injunctive relief.

12.6. Relationship of the Parties. This Agreement does not create any agency, partnership, or joint venture relationship between Leap Motion and you. This Agreement is for the sole benefit of Leap Motion and you (and indemnified parties), and no other persons will have any right or remedy under this Agreement.

12.7. Notice. The address for notice to Leap Motion under this Agreement is:

Leap Motion, Inc.
333 Bryant Street, Suite LL150
San Francisco CA 94107
Attention: Director of Developer Relations
Copy: General Counsel

Leap Motion may provide you notice under this Agreement by email or other electronic communication or by posting communications to its development community on the Leap Motion developer portal. You consent to receive such notices in any of the foregoing manners and agree that any such notices by Leap Motion will satisfy any legal communication requirements.

12.8. Entire Agreement. This Agreement is the entire understanding of the parties and supersedes any previous or contemporaneous communications, whether oral or written.

Version date: February 26, 2013

Appendix 1 – Terms for Paid Applications

The following terms and conditions apply for any Applications offered for a fee in Airspace.

1. Definitions

Whenever capitalized in this Appendix 1:

“Merchant” means the merchant of record for the sale of Applications offered for a fee.

“Net Purchase Price” means the purchase price paid by end users for the Application or In-App Purchase, less VAT, sales or similar taxes and currency conversion fees.

2. Price, Transaction Fee

2.1. Price. You may set the price for Applications through the developer portal for Airspace. You may set the price for your Applications in the currencies permitted by the Merchant. Airspace may display to users the price of Applications in their native currency, but Leap Motion is not responsible for the accuracy of currency rates or conversion.

2.2. Transaction Fee. For each sale of an Application, Leap Motion will charge a transaction fee of 30% of the Net Purchase Price and the remaining 70% will be remitted to you, less any applicable tax withholdings and subject to Section 3. The Net Purchase Price will only be considered received from an end user when the applicable credit card company, bank or other payment processor has fully settled the payment for the applicable purchase.

2.3. Merchant. Sales of Applications will be made through the Merchant to end users, and will be subject to the terms of sale of the Merchant.

2.4. VAT, Sales Taxes. The Merchant will remit applicable VAT and sales taxes due. You are responsible for any income or other taxes due and payable resulting from payments to you.

2.5. Tax Withholding. If you live outside the United States, payments to you may be subject to tax withholdings. If this is the case, any applicable amount of tax withholdings will be withheld from payments due to you. The Merchant will provide you with documentation that may assist you in claiming credits from your local taxing authority for the tax withheld.

3. Payments

3.1. Payment Terms. In addition to the terms in Section 2, payments to you are also subject to the terms below. We will make payments to you approximately 30 days after the end of the calendar month in which the sale is made (subject to the qualifications below). At the time of payment, we will make available to you a report detailing sales of Applications and your corresponding Net Purchase Price share and any applicable withholdings and currency exchange fees. We may impose reasonable minimum thresholds below which payments to you will accrue, without interest, until the aggregate payments due you (less applicable withholdings and currency exchange fees) are more than the minimum threshold. All payments will be made via check, electronic funds transfer, or other methods we designate, in the

currency in which the Application was sold or other payment currency as set forth in the payment policy. If we pay you in a currency other than the currency in which the sale was made, the payment to you will be reduced by a currency exchange fee that we or our bank determine. If we make a payment to you and we or the Merchant later issues a refund or credit to the end user for such sale (or receive a credit card chargeback related to the sale), we may offset the amount of the payment we previously paid you against future payments that would otherwise be payable to you under this Agreement. When this Agreement terminates, we may withhold all payments due for a period of three months from the date they would otherwise be payable, in order to ensure our ability to offset any end user refunds or other offsets to which we are entitled.

4. Miscellaneous

4.1. References to Sales, etc. Any reference to “sales” or “purchase” or similar terms are for convenience only. Applications made available to end users on Airspace may be licensed, not sold, to end users.