



KeyMouse Maker Program / Limited License

This agreement (the “Agreement”) is a legally binding license between you (“You”) and ZZ, Inc., a Utah based corporation (“Company”). Company is the creator of the KeyMouse product, and Company owns all right and title in and to the KeyMouse and all constituent components thereof, including but not limited to any copyright rights, patent rights, trade secrets, trademark and any other intellectual property right (the “Intellectual Property Rights”).

You have agreed to participate in Company’s KeyMouse Maker Program. As a result of Your participation, Company will provide to You, subject to the terms set forth herein, certain 3D design files, drawings, assembly details, instructions, and specifications (the “3D Print Files”) for rendering a KeyMouse Device set using only genuine KeyMouse components sold by Company.

1. Limited License

a. Ownership. The 3D Print Files and all Intellectual Property Rights included therein or associated therewith are owned exclusively by Company. You acknowledge and agree that Company owns all right, title, and interest in and to the 3D Print Files and the Intellectual Property Rights. You further acknowledge and agree that You have no claim of ownership in the 3D Print Files or the Intellectual Property Rights and You shall not seek to enforce any right against Company or against any third party based on the 3D Print Files and the Intellectual Property Rights in any forum or for any purpose.

b. Rights Granted. Company hereby grants to You a non-exclusive, non-transferable, and revocable license to use the 3D Print Files to create one (1) rendering of a KeyMouse Device set using the 3D Print Files for Your use and not for resale. Any rendering using the 3D Print Files must be done by You at Your physical location and cannot be sent to any third party for rendering or manufacturing (to keep our design files / data confidential).

c. Components. Company’s KeyMouse Maker Program is intended for development and testing of various components offered by Company and operable in connection with the 3D Print Files. As a condition of Your use of the 3D Print files, You agree to the exclusive use of components offered by Company in connection with Your KeyMouse Devices. Use of any component (except minor components such as screws) from any third party or modification of the 3D Print files to accommodate use of any component from any third party shall constitute a violation of the Limited License.

d. Derivative Works. Company grants to You a limited license to prepare derivative works (the “Derivative Works”) based on the 3D Print Files in connection with the Company’s

KeyMouse Maker Program and solely for the purposes of improving the KeyMouse and providing feedback to Company. The creation of any Derivative Works is subject to Your agreement to transfer all right, title, and interest in the Derivate Works to Company. You agree to transfer and do hereby transfer any and all rights in and to the Derivative Works to the Company, including all copyright rights, patent rights, trade secrets, and any other intellectual property right associated with the Derivative Works.

i. Transmission to Company. Within seven (7) days of creation of a Derivative Work, You agree to transmit any and all files and information relating to the Derivative Works to Company and to submit any relevant information to Company by email (support@keymouse.com).

ii. Creation of 3D Rendering. In connection with the creation of a Derivative Work, You may create one (1) 3D rendering of the Derivative Work. You agree not to make additional 3D renderings without the written consent of Company. You agree not to sell, distribute, publish, or otherwise exploit the Derivative Work.

2. Right to Revoke. Company has the right, in its sole discretion, to revoke Your limited license to use the 3D Print Files and any Derivative Works for any reason. Following any such revocation, You agree to permanently delete any and all 3D Print files and derivative works and not to retain any copies of the 3D print files.

3. KeyMouse Improvement Submissions. You acknowledge that Company's KeyMouse Maker Program is intended to permit the use and testing of multiple versions of the KeyMouse for the purpose of gathering feedback and improving Company's KeyMouse product. You agree to submit comments, ideas, and suggestions, if any, for the improvement of the KeyMouse based on using a KeyMouse Device set to Company by email. You agree to transfer and do hereby transfer all copyright rights, patent rights, trade secrets, and any other intellectual property rights included in any product improvement submission to Company.

4. Confidentiality. You acknowledge and agree that the 3D Print Files and all Intellectual Property Rights are confidential and proprietary. The 3D Print Files and all Intellectual Property Rights are provided to You solely for the purposes of permitting the use and testing of multiple versions of the KeyMouse for the purpose of gathering feedback and improving Company's KeyMouse product. You agree to protect and safeguard the confidentiality of the 3D Print Files and all Intellectual Property Rights with at least the same degree of care as You would protect Your own confidential information, but in no event with less than a reasonable degree of care. Without the prior, written consent of Company, You shall not announce, disclose, publicize, or publicly refer to the existence of this Agreement or its terms and conditions.

5. No Obligation. Company shall not be under any obligation of any kind whatsoever to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement. You acknowledge and agree that You have no right to receive any payments, royalties, or other compensation by virtue of Your participation in Company's KeyMouse Maker

Program, creation of any Derivative Works, or the submission of any collaboration or improvements.

6. No Warranties. You acknowledge that Company's KeyMouse products may still be under development, and some features may not function properly. Company and its officers, directors, employees, agents, and assigns make no representation or warranty, express, implied, or statutory, with respect to the 3D Print Files, KeyMouse components, or any KeyMouse Devices, or parts thereof, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

7. Consequential Damages. In no event will Company be liable for any indirect, consequential, incidental, economic, punitive or other damages, costs, expenses or liabilities arising under this Agreement, by Your use of the 3D Print Files, KeyMouse components, or any KeyMouse Device sets, which You may incur, arising under any theory of recovery including contract, tort, strict liability or otherwise.

8. Integration. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. All modifications to this Agreement must be made in writing and signed by representatives of the Parties.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the State or Federal courts located in Washington County, Utah.

You agree to be bound by the terms of this Agreement by rendering any 3D Print Files and use of any KeyMouse Device. If You do not agree to the terms of this Agreement, do not create any 3D renderings using the 3D print files or use any KeyMouse Device.

Name: _____

Signature: _____

Date: _____



KeyMouse is a registered trademark of ZZ, Inc. - www.keymouse.com / www.zzinc.com