

IMMERSION ANDROID APPLICATION PROFESSIONAL SERVICES AGREEMENT

This Immersion Android Application Professional Services Agreement (this "**Agreement**"), by and between Beats Portable, a[n] [Delaware/California corporation] with a principal place of business located at [http://beatsportable.com] ("**Consultant**"), and Immersion Corporation, with a principal place of business located at 801 Fox Lane, San Jose, California 95131 ("**Immersion**"), is entered into as of the date that the last party hereto signs this Agreement (the "**Effective Date**").

1. **Duties.** The parties contemplate that Consultant will (i) generate haptic effect software code ("**Haptic Code**") generated using Immersion's MOTIV software development kit (the "**MOTIV SDK**"), (ii) incorporate Haptic Code into one or more Consultant software applications, which applications (each, an "**Android App**") would be primarily marketed for use with the Android mobile operating system ("**Android**"), and (iii) make available to end users of mobile phones such Android App incorporating Haptic Code (such an Android App hereinafter referred to as a "**Commercially-Available Haptified Android App**"). To the extent Immersion deems necessary, Immersion may use commercially reasonable efforts to assist Consultant in incorporating Haptic Code into Android Apps. Neither party shall be required to pay compensation to the other party for the services contemplated by this Section 1.

2. **Independent Contractor Relationship.** Consultant's relationship with Immersion is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship. Consultant is not authorized to make any representation, contract or commitment on behalf of Immersion unless specifically requested or authorized in writing to do so by the principal Immersion contact as set forth in Exhibit A. Consultant will not be entitled to any of the benefits which Immersion may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Consultant's compensation will be subject to withholding by Immersion for the payment of any social security, federal, state or any other employee payroll taxes. If applicable, Immersion will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as may be required by law.

3. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and end one year after the Effective Date. This Agreement may be terminated by either party at any time, with or without cause, with five (5) days prior written notice. Upon termination of this Agreement for any reason, Consultant will be paid Per App Fees payable as of such termination or expiration that had not been previously paid. Consultant shall not be entitled to any other compensation from Immersion.

4. **Confidentiality.**

a. **Definition.** "**Confidential Information**" shall mean confidential information of Immersion, including, but not limited to, printed or electronically recorded matter, business information, Immersion pricing and terms, software products and related documentation, technical data and information, algorithms, source code, performance statistics, benchmarking or other functional evaluations of products, product road maps, know-how, trade secrets, identity of its actual or potential business partners, its customers and strategic relationships, its employee lists and employee qualifications, and its business or marketing plans and other information of a non-public nature that is known or used by Immersion. Confidential Information includes information

generated as a result of the activities of Consultant pursuant to his or her work for the parties, as well as Immersion background information owned prior to the date hereof and made available to Consultant, whether disclosed in writing or orally, that is marked "confidential" or should be deemed by its nature to be confidential.

b. Non-Disclosure. Consultant shall not disclose, directly or indirectly, any Confidential Information of Immersion to any third person, firm or corporation without the prior written consent Immersion. Consultant shall use protective measures, which protective measures shall under all circumstances be at least reasonable measures designed to ensure the continued confidentiality of the Confidential Information.

c. Exceptions. The restrictions on disclosure of Confidential Information of Immersion by Consultant do not extend to any item of information which (i) is or becomes publicly known without breach of this Agreement, (ii) is lawfully received by Consultant from a third party not bound to keep such information confidential, whether by contract or law, (iii) is published or otherwise made known to the public by Immersion, or (iv) is generated independently by Contractor. Contractor may disclose Confidential Information required to be disclosed pursuant to subpoena or as otherwise required by law, provided that prior written notice of such disclosure is furnished to Immersion as soon as practicable in order to afford Immersion an opportunity to seek, at its own expense, a protective order.

5. Ownership; Rights; Confidential Information.

a. Disclosure and Ownership of Intellectual Property. Consultant shall retain all of its right, title and interest in all of its Intellectual Property existing as of the Effective Date. Immersion shall retain all of its right, title and interest in all of its Intellectual Property existing as of the Effective Date. "**Intellectual Property**" means any intellectual property rights, including rights in any and all new or useful art, discoveries, improvements, technical developments, know-how, formulae, processes, manufacturing techniques, trade secrets, ideas, or inventions, whether or not patentable, and all copyrightable works, designs, maskworks, trademarks, patents, patent applications, artwork and software. Immersion shall retain ownership and shall own all Intellectual Property in the Haptic Code and the MOTIV SDK, and, in each case, changes, modifications, and adaptations thereto.

b. License to Immersion. Consultant hereby grants, and agrees to grant, to Immersion, a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to reproduce, prepare derivative works of, and otherwise modify, transmit, perform, display and demonstrate any Android App incorporating Haptic Code, including any upgrades, updates or other modifications, with the right to grant sublicenses of the foregoing to affiliates, customers, licensees, and potential customers and licensees of Immersion. Notwithstanding the foregoing, Immersion shall not be entitled to sell (or grant licenses with respect to) copies of any Android App incorporating Haptic Code, except to the extent permitted by this Agreement.

6. No Expectation of Privacy. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to Immersion's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

7. Return of Immersion's Property. All materials (including, without limitation, source code, documents, drawings, models, apparatus, sketches, designs and lists) furnished to Consultant by Immersion, whether delivered to Consultant by Immersion or made by Consultant in the performance of services under this Agreement (collectively "**Immersion Property**") are the sole and exclusive property of Immersion and/or its suppliers or customers. Consultant agrees to promptly deliver the original and any copies of the Immersion Property to Immersion at any time upon Immersion's request. Upon termination of Consultant services, Consultant agrees to promptly deliver to Immersion the original and any copies of the Immersion Property.

8. Warranty. Consultant warrants that: (i) Consultant services will be performed in a professional and workmanlike manner; (ii) all work under this Agreement shall be Consultant's original work and none of the services to be provided by Consultant or Intellectual Property or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; (iii) Consultant has the full right to provide the Immersion with the assignments and rights provided for herein; and, (iv) to the best of Consultant's knowledge, there is no other contract or duty on Consultant's part which conflicts with or is inconsistent with this Agreement. Consultant shall indemnify Immersion and any of its employees and affiliates for any claim relating to a breach of any warranty set forth in this Section.

9. Consultant employees and Consultant's contractors. Consultant shall ensure that all authorized personnel (including Consultant's consultants, employees and third party contractors) who perform services on behalf of Consultant pursuant to this Agreement, are bound by written agreements sufficient to carry out the intent of this Agreement. Consultant shall be responsible for any breach of this Agreement by its personnel.

10. Miscellaneous. Sections 2 through 10 of this Agreement shall survive any termination of this Agreement. The captions or headings in this Agreement are for convenience only and are not construed as limiting or defining the scope or effect of any provisions of this Agreement. The failure of Immersion to enforce its rights under this Agreement at any time shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by Immersion. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Any notice pursuant to this Agreement shall be in writing and shall be delivered by overnight courier upon written verification of receipt or by certified or registered mail, return receipt requested, upon verification of receipt. This Agreement may not be assigned by Consultant. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. This Agreement (and any MOTIV SDK end user license agreement entered into between the parties) constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may be executed (including, without limitation, by facsimile signature or PDF signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

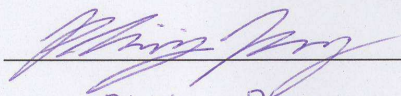
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

IMMERSION CORPORATION

[Beats Portable]

By: _____

By: 

Name: _____

Name: Philip Peng

Title: _____

Title: Lead Developer

Date: _____

Date: February 10, 2011

Address: 801 Fox Lane, San Jose, CA 95131

Address: [<http://beatsportable.com>]