

## End User License Agreement

### 1. Introductory Provisions

- 1.1 This EULA sets up the rights and duties of the User and VHT regarding to the use of the Software based on the installation of the Enterprise Edition or Personal Edition of the Software.
- 1.2 This EULA shall come into force the date upon which the User installs the Software.
- 1.3 This EULA shall continue in force indefinitely, subject to termination in accordance with Clause 11.

### 2. Definitions

- 2.1 Except to the extent expressly provided otherwise, in this EULA:

"**Documentation**" means the documentation for the Software produced by VHT and delivered or made available by VHT to the User;

"**EULA**" means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

"**Enterprise Edition**" means a license for the Software for use by a multiple persons within a single organization. The Software under the Enterprise Edition is licensed per seat (installation on a single computer) for a period of time, typically one (1) year. The time period may be extended by renewing the license at an additional cost. Enterprise Edition licenses provide access to all Maintenance Services.

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hardware Provider**" means an entity which supplies to the User a virtual reality device known as a Head Mounted Display (HMD).

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models);

"**License File**" means a computer file which describes the license details and enables the software to work for the terms of the license. This file is provided by VHT upon completion of license purchase/renewal. A valid license file is required for installation and execution of the Software.

"**Licensor Indemnity Event**" has the meaning given to it in Clause 8.1;

"**Maintenance Services**" means the application to the Software of Updates and Upgrades;

"**Personal Edition**" means a version of the Software which is licensed for use by a single person on a single install. The license is for a single major version of the Software.

"**Services**" means any services that the VHT provides to the User, or has an obligation to provide to the User, under this EULA;

"**Software**" means the Virtual Orator software package, including any additional components which may be downloaded at a later date;

"**Software Specification**" means the specification for the Software set out in the Documentation;

"**Term**" means the term of this EULA, commencing in accordance with Clause 1.2 and ending in accordance with Clause 1.3;

"**Update**" means a patch or minor version update to the Software;

"**Upgrade**" means a major version upgrade of the Software;

"**User**" means the person or authorized persons within the organization, to whom the VHT grants a right to use the Software under this EULA;

"**User Indemnity Event**" has the meaning given to it in Clause 8.3.; and

"**VHT**" means Virtual Human Technologies s.r.o. with its registered seat at Na Folimance 2155/15, Vinohrady, 120 00 Praha 2, Business Identification Number: 039 01 408, registered in the Commercial Register maintained by Municipal Court at Prague, Section C, Insert no. 239 006.

### **3. Licence**

3.1 VHT hereby grants to the User a licence to:

- (a) install the Software on
  - (i) a single computer for Personal Edition licensees;
  - (ii) as many computers as licenses have been issued for Enterprise Edition licensees. The number of licenses is stated in the License File.
- (b) use the Software for following period of time:
  - (i) indefinite time for Personal Edition licensees;
  - (ii) one year for Enterprise Edition licensees.
- (c) use the Software in accordance with the Documentation and any regulations set forth in the documentation or user agreement of their Hardware Provider;
- (d) create, store and maintain up to 2 back-up copies of the Software; and
- (e) use the Software in the whole world,

subject to the limitations and prohibitions set out and referred to in this Clause 3.

3.2 The User may not sub-license and must not purport to sub-license any rights granted under Clause 3.1.

3.3 Save to the extent expressly permitted by this EULA or required by applicable law on a non-excludable basis, any licence granted under this Clause 3 shall be subject to the following prohibitions:

- (a) the User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;
- (b) the User must not alter, edit or adapt the Software;
- (c) the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software;

3.4 The User shall be responsible for the security of copies of the Software supplied to the User under this EULA and shall use all reasonable endeavours (including all reasonable security

measures) to ensure that access to such copies is restricted to persons authorised to use them under this EULA.

3.5 Some third-party materials may be included in the Software and may be subject to other terms and conditions. These terms and conditions can be found in a "ThirdPartyLicenses" file included with the installed Software. The User undertakes to follow these terms. The breach of these terms is considered as a breach of this EULA.

3.6 The grant of the license is susceptible to the license fee in the actual amount stated in the price list published on website <http://www.publicspeaking.tech/>.

#### **4. Maintenance Services**

4.1 VHT may, at its sole discretion, provide Maintenance Services to the User during the Term. VHT shall provide the Maintenance Services with reasonable skill and care according to industry standards. Maintenance Services are provided only for the Term.

4.2 If the User's computer is connected to the Internet, the Software may, without additional notice, check for Updates and Upgrades that are available for the installed system. Download and application of Maintenance Services occur when initialized by User. Only non-personally identifying information is transmitted to VHT, except to the extent that IP Addresses may be considered personally identifying in some jurisdictions.

#### **5. No assignment of Intellectual Property Rights**

5.1 Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from VHT to the User, or from the User to VHT.

#### **6. Warranties**

6.1 VHT warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under the EULA.

6.2 The User warrants to VHT that it has the legal right and authority to enter into this EULA and to perform its obligations under the EULA.

6.3 All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into the EULA or any related contract.

#### **7. Acknowledgements and warranty limitations**

7.1 The User acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, VHT gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

7.2 The User acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, VHT gives no warranty or representation that the Software will be entirely secure.

7.3 The User acknowledges that the Software is only designed to be compatible with that software and hardware specified as compatible in the Software Specification; and VHT does not warrant or represent that the Software will be compatible with any other software.

7.4 The User acknowledges that, except to the extent expressly provided otherwise in this EULA, VHT does not warrant or represent that the Software or the use of the Software by the User will not give rise to any legal liability on the part of the User or any other person.

7.5 The User acknowledges that use of Software may include the risk of certain side effects referred to as "Simulator Sickness". Divers factors are known to contribute to this effect. In particular

hardware the user is using, Operating System and other running software processes, and of course the Software. It is also individually different (somewhat like motion sickness). The most common effects are dizziness, nausea, and headaches. In extreme cases, it can have effects lasting hours. The User acknowledges that if any adverse side-effects occur he removes the hardware immediately.

## **8. Indemnities**

8.1 VHT shall indemnify and shall keep indemnified the User against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the User and arising directly or indirectly as a result of any breach by VHT of this EULA (a "**Licensor Indemnity Event**").

8.2 The User must:

- (a) upon becoming aware of an actual or potential Licensor Indemnity Event, notify VHT with no delay;
- (b) provide to VHT all such assistance as may be reasonably requested by VHT in relation to the Licensor Indemnity Event;
- (c) allow VHT the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Licensor Indemnity Event; and
- (d) not admit liability to any third party in connection with the Licensor Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Licensor Indemnity Event without the prior written consent of VHT,

without prejudice to VHT's obligations under Clause 8.1 / and VHT's obligation to indemnify the User under Clause 8.1 shall not apply unless the User complies with the requirements of this Clause 8.2.

8.3 The User shall indemnify and shall keep indemnified VHT against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by VHT and arising directly or indirectly as a result of any breach by the User of this EULA (a "**User Indemnity Event**").

8.4 VHT must:

- (a) upon becoming aware of an actual or potential User Indemnity Event, notify the User;
- (b) provide to the User all such assistance as may be reasonably requested by the User in relation to the User Indemnity Event;
- (c) allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and
- (d) not admit liability to any third party in connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without the prior written consent of the User,

without prejudice to the User's obligations under Clause 8.3 / and the User's obligation to indemnify VHT under Clause 8.3 shall not apply unless VHT complies with the requirements of this Clause 8.4.

## **9. Limitations and exclusions of liability**

9.1 Nothing in this EULA will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by the EULA, except to the extent permitted by law.

9.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in this EULA:

- (a) are subject to Clauses 9.1 and 13.5; and
- (b) govern all liabilities arising under the EULA or relating to the subject matter of the EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the EULA.

9.3 VHT will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

9.4 VHT will not be liable to the User in respect of any loss of profits or anticipated savings.

9.5 VHT will not be liable to the User in respect of any loss of revenue or income.

9.6 VHT will not be liable to the User in respect of any loss of business, contracts or opportunities.

9.7 VHT will not be liable to the User in respect of any loss or corruption of any data, database or software.

9.8 VHT will not be liable to the User in respect of any special, indirect or consequential loss or damage.

9.9 The liability of VHT to the User under this EULA in respect of any event or series of related events shall not exceed the total amount paid and payable by the User to VHT under the EULA in the 12 month period preceding the commencement of the event or events.

9.10 The aggregate liability of VHT to the User under this EULA shall not exceed the total amount paid by the User to VHT under the EULA.

## **10. License Compliance**

10.1 If the User is a Business or corporation it undertake, upon request from VHT, within thirty (30) days to fully document and certify that use of the Software at the time of request is conform with the valid licenses from VHT.

## **11. Termination**

11.1 The Enterprise Editions of the Software is licensed for one (1) year, if not set forth in the License File issued by VHT otherwise. The license can be renewed upon request. If the license is not renewed by the end of the specified period, the EULA shall be considered terminated on the day following that period.

11.2 VHT may terminate this EULA immediately by giving written notice of termination to the User if the User breaches the license provision according to the clause 3 of this EULA and/or persistently breaches the EULA (irrespective of whether such breaches collectively constitute a material breach).

## **12. Effects of termination**

12.1 Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 2, 3.1, 8, 9, 12 and 13.

- 12.2 The termination of this EULA shall not affect the accrued rights of either party.
- 12.3 For the avoidance of doubt, the licences of the Software in this EULA shall terminate upon the termination of this EULA; and, accordingly, the User must immediately cease to use the Software upon the termination of this EULA.
- 12.4 Within ten (10) Business Days following the termination of this EULA, the User must irrevocably delete from all computer systems in its possession all copies of the Software.

**13. General**

- 13.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.
- 13.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 13.3 This EULA may not be varied except by a written document signed by or on behalf of each of the parties.
- 13.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this EULA.
- 13.5 Nothing in this EULA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 13.6 Subject to Clauses 9.1 and 13.5, this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 13.7 **Governing Law.** This license shall be governed by the laws of the Czech Republic, in particular, by Act No. 89/2012 Coll., the Civil Code.
- 13.8 **Jurisdiction.** Any and all disputes arising from or in connection with this Agreement, including any dispute as to its invalidity, shall be settled in proceeding conducted before the courts of the Czech Republic.