

End User License Agreement (EULA)

BY CLICKING THE “ACCEPT” BUTTON, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND VR SPEAKING, LLC, (“VR SPEAKING”), A COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF DELAWARE.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:
 - (a) “**Authorized Users**” means solely those individuals authorized to use the Software pursuant to the license granted under this Agreement, as set forth on the Order Form.
 - (b) “**Documentation**” means user manuals, technical manuals, and any other materials provided by VR Speaking, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.
 - (c) “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - (d) “**License Fees**” means the license fees, including all taxes thereon, paid or required to be paid by you for the license granted under this Agreement.
 - (e) “**Order Form**” means the order form filled out and submitted by you or on your behalf, and accepted by VR Speaking, for your purchase of the license for the Software granted under this Agreement.
 - (f) “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
 - (g) “**Software**” means the software programs for which you are purchasing a license, as expressly set forth in the Order Form.
 - (h) “**Term**” has the meaning set forth in Section 7.
 - (i) “**Third Party**” means any Person other than VR Speaking or you.

2. License Grant and Scope. Subject to and conditioned upon your payment of the License Fees and your compliance with all the terms and conditions of this Agreement, VR Speaking grants you a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use the Software and Documentation subject to the conditions and limitations set forth in this Agreement. Pursuant to this license, you may do the following:
 - (a) Download and install in accordance with the Documentation one (1) copy of the Software on one (1) computer.
 - (b) Make one (1) copy of the Software solely for archival or backup purposes.
 - (c) Use and run the Software in accordance with this Agreement and as set forth in the Documentation.
 - (d) Download one (1) copy of the Documentation and use the Documentation only in support of your licensed use of the Software.

Any copy of the Software or Documentation made by you: (i) will be the exclusive property of VR Speaking; (ii) will be subject to the terms and conditions of this Agreement; and (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

3. Use Restrictions. You may not:
 - (a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;

- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- (c) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
- (f) except as expressly set forth in Section 2(b), copy the Software or Documentation, in whole or in part;
- (g) use the Software or Documentation in violation of any law, regulation, or rule;
- (h) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to VR Speaking's commercial disadvantage;
- (i) extract, copy, use, sell, modify, translate, adapt, or otherwise create derivative works or improvements of any image (such as avatars or animated representations) used by the Software except as specifically provided for in the Documentation;
- (j) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service.

4. Maintenance and Support.

- (a) Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**") as VR Speaking makes generally available to all licensees of the Software then entitled to maintenance and support services. VR Speaking may develop and provide Updates in its sole discretion, but has no obligation to develop Updates. All Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. VR Speaking may provide Updates via download from a website designated by VR Speaking and your receipt thereof will require you to have an internet connection. VR Speaking has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that VR Speaking may issue as a separate or new product, and VR Speaking may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.
- (b) VR Speaking has no obligation to provide maintenance and support services, including Updates: (i) for versions or releases of the Software that are not the most current versions or releases; (ii) for any copy of Software for which all previously issued Updates have not been installed; (iii) if you are in breach under this Agreement; or (iv) for any Software that has been modified other than by VR Speaking, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation.

5. Collection and Use of Information.

- (a) VR Speaking may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through (i) the provision of maintenance and support services as described in Section 4
- (b) VR Speaking may use such information for any purpose related to any use of the Software by you or on your equipment, including but not limited to: (i) improving the performance of the Software or developing Updates;

and (ii) verifying your compliance with the terms of this Agreement and enforcing VR Speaking's rights, including all Intellectual Property Rights in and to the Software.

6. Intellectual Property Rights. The Software and Documentation are provided to you under license as set forth in Section 2. VR Speaking reserves and retains the entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software.

7. Term and Termination.

- (a) This Agreement and the license granted hereunder remains in effect for the term set forth on the Order Form or until earlier/terminated as set forth herein (the "**Term**").
- (b) You may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.
- (c) VR Speaking may terminate this Agreement, effective upon written notice to you if you breach this Agreement and such breach: (i) is incapable of cure; or (ii) is capable of cure but remains uncured thirty (30) days after VR Speaking provides written notice thereof to you.
- (d) Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and you will cease using and destroy all copies of the Software and Documentation.

8. No Warranties.

- a. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VR SPEAKING, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, VR SPEAKING PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- b. The Software may include the Unreal® Engine code and other code, materials, and information ("Epic Materials") from Epic Games, Inc. ("Epic"). To the extent that the Software includes Epic Materials, Section 8(a) shall apply equally to Epic and Epic's affiliates.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- (a) IN NO EVENT WILL VR SPEAKING OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VR SPEAKING WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (b) IN NO EVENT WILL VR SPEAKING'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO VR SPEAKING PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE THAT IS THE SUBJECT OF THE CLAIM.
 - (c) THE LIMITATIONS SET FORTH IN SECTION 9(a) AND SECTION 9(b) SHALL APPLY EVEN IF THE YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
 - (d) To the extent that the Software includes Epic Materials, the Limitations of Liability set forth in Sections 9(a) through 9(c) shall apply equally to Epic and Epic's affiliates.
 - (e) You agree to indemnify and hold harmless VR Speaking, its officers, directors, agents, affiliates and employees ("**Indemnitees**") from any costs, expenses (including legal costs and attorneys' fees), liabilities, penalties, fines, losses, damages, demands, third-party claims, judgments and/or other forms of liability, whether arising from personal or bodily injury, illness, death, tangible or intangible property damage or loss, or otherwise (collectively, "**Claims**") in connection with, arising out of or relating to: (a) your violation of applicable laws, rules or regulations in connection with your access or use of the Software; (b) your breach of the terms of this Agreement; and (c) any third party claims relating to your misuse of the Software.
10. Export Regulation. The Software and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.
11. Privacy: We are committed to protecting your privacy. In order to be able to function properly, the Software may collect, process and store some of your personal information. Our privacy policy will help you understand what information may be concerned and how we will treat it. You may find the latest version of our privacy policy here: www.ovationvr.com/legal/privacy.
12. Miscellaneous.
- (a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington and County of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
 - (b) VR Speaking will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or your equipment, loss and destruction of property, or any other circumstances or causes beyond VR Speaking's reasonable control.

- (c) All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
- (d) This Agreement, together with the Order Form, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between you and VR Speaking with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- (e) You will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without VR Speaking's prior written consent, which consent VR Speaking may give or withhold in its sole discretion. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this section is void. VR Speaking may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- (f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (g) VR Speaking may amend this Agreement at any time by posting the amended terms at www.ovationvr.com/legal/eula. Except as stated elsewhere, all amended terms shall automatically be effective thirty (30) days after they are initially posted. This Agreement may not be otherwise amended, modified, or supplemented except by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.