

## ORAMA VR COVID-19 MODULE

### End User License Agreement

This **End User License Agreement** sets forth the legal agreement between you and ORamaVR sa relating to the **Covid-19 module**

The Covid-19 module is designed for ORamaVR's virtual reality platform. To reduce the risks of personal injury, discomfort and/or property damage, please make sure that you read and comply with all warnings, guidelines and instructions associated with the ORamaVR virtual reality platform and related hardware, software and services.

The use of the Software requires software compatible Hardware. At a minimum, use of the Software requires a Software compatible VR Headset, a Software compatible Computer and an ITI Simulator. For specs and requirements for Software compatible VR Headsets and Computers please visit: <http://elearn.oramavr.com/newtovr/>

By downloading, installing or using the covid-19 module you agree that you have read and agree to be legally bound by this agreement. Licensing of covid-19 module.

Subject to the terms and conditions of this agreement, ORamaVR SA grants to you a limited, personal, non-exclusive, non-transferable, non-sublicensable license to download, install and use the covid-19 module on a compatible device for **NON-COMMERCIAL** use in accordance with this agreement.

This license does not authorize you to (directly or indirectly): (i) use the covid-19 module for any purpose, commercial or otherwise, other than the permitted use; (ii) modify, adapt, alter, translate or create derivative works of the covid-19 module; (iii) reverse engineer, decompile, disassemble, decode or otherwise attempt to discover the source code, architecture, structure or underlying technology of the covid-19 module; (iv) remove, delete, alter or obscure any trademarks or other intellectual property rights notices from the covid-19 module; (v) use the covid-19 module for purposes of development of a competing product, service or offering, (vi) use the covid-19 module for any purpose for which it was not designed or for which it is not compatible; or (vii) attempt to gain unauthorized access to or interfere with the ORamaVR platform. We shall have the right (but not the obligation) to monitor your use of the covid-19 module to confirm your compliance with the terms of this agreement. All rights in and to the covid-19 module not expressly granted to you in this agreement are expressly reserved by us and our licensors.

1. Ownership. Except for the limited licenses expressly granted to you in section 1 of this agreement, nothing in this agreement will be construed, either by implication, estoppel, or otherwise, as a grant to you of any right, title, license, or interest in the covid-19 module or any component of any of the foregoing We and/or our licensors shall retain exclusive ownership and title to

the covid-19 module, including all titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, and musical works.

2. Updates. You are not entitled to support although we will respond to support requests if they relate to the software not performing its task correctly (bugs etc.). You may direct any requests for technical support with respect to the covid-19 module at [cvrbsb@oramavr.com](mailto:cvrbsb@oramavr.com). We may from time to time, in our sole discretion, develop and provide software updates to the covid-19 module, which may include upgrades, bug fixes, patches and other error corrections and/or new features.

3. Collection of information. You acknowledge that when you download, install or use the covid-19 module, we may use automatic means (including, for example, cookies and web beacons) to collect information about your device, the covid-19 module and your use of the covid-19 module. You also may be required to provide us with certain information about yourself as a condition to downloading, installing or using the covid-19 module or certain of its features or functionality. The covid-19 module may provide you with opportunities to share information about yourself, your device and/or your use of the covid-19 module with others (including the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other covid-19 module data on websites and other platforms, and the sharing of your covid-19 module data with hardware manufacturers, and platform hosts). Any and all information we collect through or in connection with the covid-19 module is subject to our privacy policy (see document below), and you consent to all actions taken by us with respect to your information in compliance with our privacy policy (see document below).

4. Third party materials. The covid-19 module may display, include or make available third-party content (including data, information, applications and other products, services and/or offerings. You acknowledge and agree that we are not responsible for third party materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any third party materials.

5. Term and termination.

The license provided herein is perpetual. This agreement will terminate automatically when you violate any of the terms or conditions set forth in this agreement. This agreement may be terminated by us immediately, with or without notice, in the event of our decision to discontinue to support or provide the covid-19 module. Upon termination of this agreement, all rights granted to you under this agreement (including the license granted to you under section 1) will terminate automatically. Termination of this agreement will not affect any of your obligations or our rights under this agreement, all of which will survive any termination of this agreement.

6. Disclaimer - Health and safety warnings.

You acknowledge and agree that the covid-19 module is provided on an “as is, as available” basis. We provide no warranties, whether expressed or implied, with respect to the covid-19 module including any warranties of

fitness for a particular purpose, title or non-infringement or any other warranties that may arise from usage.

**Health and safety warnings.** You understand and agree that the covid-19 module is designed for use on a virtual reality platform and that there are inherent risks of personal injury, discomfort and/or property damage that are associated with virtual reality platforms and the covid-19 module. To reduce these risks, it is important that you read, evaluate and follow all health and safety warnings, guidelines and/or instructions with respect to the virtual reality platform (including all related hardware, software and services). **A comfortable virtual reality experience requires an unimpaired sense of motion and balance. Do not use the covid-19 module when you are: tired; need sleep; under the influence of alcohol or drugs; hung-over; have digestive problems; under emotional stress or anxiety; suffering from cold, flu, headaches, migraines, or earaches (as this can increase your susceptibility to adverse symptoms). In particular, it is recommended that you see a doctor before using the covid-19 module if you are: pregnant; elderly; have pre-existing binocular vision abnormalities or psychiatric disorders; or suffer from a heart condition or other serious medical condition. Some people may have severe dizziness, seizures, eye or muscle twitching or blackouts triggered by light flashes or patterns, and this may occur while they are watching tv, playing video covid-19 modules or experiencing virtual reality – even if they have never had a seizure or blackout before or have no history of seizures or epilepsy. Such seizures are more common in children and young people under the age of 20. Anyone who experiences any of these symptoms should discontinue use of the covid-19 module and see a doctor. Anyone who previously has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should see a doctor before using the covid-19 module. By using the covid-19 module, you represent and warrant that you have read and understand all such warnings, guidelines and instructions. You are solely responsible for your use of the covid-19 module and assume all risks associated with your use of the covid-19 module and activities relating thereto.**

7. Limitation of liability. In no event shall we (including, for purposes of this section, its affiliates and licensors) be liable to you or any other person for any indirect, consequential, incidental, special or punitive damages, or any damages for loss of revenue or profit, loss of data, or loss of time or business, arising out of or relating to this agreement, whether liability is asserted in contract or in tort (including strict liability or negligence) or otherwise. Anything to the contrary notwithstanding, our total maximum liability for any and all claims, damages and liabilities arising out of or relating to this agreement, whether liability is asserted in contract or in tort (including strict liability or negligence) or otherwise, will in no event exceed the greater of euro 100.

8. Indemnity. You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable

attorneys' fees) arising out of or relating to your breach of any provision of this agreement.

Governing law; venue. This Agreement shall be deemed to have been executed in Switzerland and will be governed by and construed in accordance with the laws of Switzerland. The parties hereby consent to the jurisdiction of the courts of Geneva for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

9. Severability. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

10. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. However, ORamaVR may transfer this Agreement to its Affiliates or in case of a merger or acquisition.

11. Trademarks. ORamaVR™ and ORamaVR covid-19 logo are our trademarks or registered trademarks. You must not use such marks or any of our other trademarks, without our prior written permission. The display of any third-party names, logos, product or service names, designs or slogans on or through or in association with the covid-19 module does not necessarily indicate any endorsement of or affiliation with us.

12. Entire agreement. This agreement constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes any and all prior representations, warranties, understandings or agreements (written or oral) between you and us with respect to the subject matter hereof.