

# VIVERSE FOR BUSINESS

## END USER LICENSE AGREEMENT AND TERMS OF USE

Last updated: August 15, 2023

PLEASE READ THIS AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. BY DOWNLOADING, INSTALLING, OR USING THE SERVICES OR APPLICATION, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE (A) DO NOT INSTALL OR USE THE SERVICES OR APPLICATION; AND (B) DELETE OR DISABLE ANY DOWNLOADED COPY OF THE APPLICATION IN YOUR POSSESSION OR CONTROL.

These End User License Agreement and Terms of Use ("**Agreement**") is a legal agreement between VIVERSE LIMITED and/or one or more of its affiliates (collectively, "**VIVERSE**") and You (an individual or entity) that governs Your access and use of the Services and Application. This Agreement is effective on the date You click to accept or when You begin use of the Services or Application, whichever event occurs first. You represent that You are lawfully able and have full legal authority to enter into this Agreement (e.g. are competent and of legal age and have full legal authority to bind the entity or company You represent). Your continued access to or use of the Services or Application following the posting of revised terms means that You accept and agree to any revised terms.

### 1. SERVICES AND APPLICATION; ADDITIONAL TERMS.

- a) The term "**Application**" means the VIVERSE FOR BUSINESS application, including all associated media, printed or electronic documentation, content, and functionality, all updates and support (if any), and the Services described in Section 2(ii). The Application is a VR meeting application and service available for download on one or more VIVERSE platforms (as well as third-party platforms selected by VIVERSE from time to time). When You participate in a VR meeting, the Application collects and stores certain personal information from your HTC Account (e.g., name, email address), as well as the optional Application avatar linked with your HTC profile (if any). The Application may infer Your city-level location based on your IP address. The Application offers the ability to upload meeting files and media (such as screenshots) to Your personal cloud storage on VIVERSE FOR BUSINESS. To enable the proper functioning of VR meetings, the Application temporarily stores meeting files and media until the expiration of the applicable meeting session. All data collection and use will be in accordance with the HTC Privacy Policy.
- b) Any additional terms provided to You in using the Application ("**Additional Terms**"), which may be amended from time to time, also govern your access and use of the Application. If there is a conflict between the terms in this Agreement and the Additional Terms, the terms in the Additional Terms will govern.

#### c) **HTC Account, Password, and Security:**

You may be required to have a HTC Account or Single Sign-On ("**SSO**") account with third parties (e.g. Microsoft Azure). This is necessary to ensure access to certain functions in Services. You may not share any login credentials or passwords regarding the foregoing with any other individual. Your right to use or access the Services and Application is personal to you and not assignable or transferable. You may not assign or transfer Your

HTC Account with any other individual, except upon VIVERSE's prior express written approval.

d) **Membership Access and Responsibilities:**

For accessing full Services in VIVERSE FOR BUSINESS, including login with SSO, create and load meeting spaces, meeting invitation, management console... etc., an active enterprise membership ("**Membership**") is required. Membership can be obtained with paid licenses through VIVERSE FOR BUSINESS enterprise plans. HTC Account without Membership will have limited access and features.

You are accountable for all activities conducted under Your account. Promptly report any unauthorized use or breaches to VIVERSE.

e) **Use of Services:**

The Services encompass various features such as meeting sessions, personal cloud storage, meeting space, content streaming and more for You to upload or share contents ("**Content**"). You may require Membership or permission from users with Membership to upload or share Contents.

You agree that You are responsible for activities of any users You invite, allow, direct, or enable to access the Services or Application ("**Invited Users**"). You acknowledge that You remain liable for the acts and omissions of any Invited Users, whether or not such access was expressly permitted by VIVERSE.

VIVERSE doesn't monitor Services but can remove Content. VIVERSE assumes no responsibility or liability for violations of this Agreement by You or Invited Users. If You become aware of any violation of this Agreement in connection with use of the Services or Application by any person, You must contact VIVERSE at <https://service.viverse.com/hc/en-us/articles/19417267815053-Contact-us>

VIVERSE may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting the Services or Application, removing the applicable content, terminating accounts, or taking other reasonable actions in its sole discretion.

2. **LICENSE GRANT.** During the term of this Agreement and conditioned upon Your full compliance with all the terms and conditions of this Agreement, VIVERSE grants to You: (i) a limited, personal, non-sublicensable, non-transferable, non-exclusive, license to install and use Application only in object code form on Your compatible computer that meets Applicationsystem requirements only for the Permitted Uses; (ii) access to and rights to use the services made available by VIVERSE via the Application ("**Services**"); and (iii) for a Commercial Purpose but only if You have the Membership with the requisite commercial licenses. "**Permitted Uses**" means use of the Application for its intended purpose in accordance with the terms herein for Your own personal, non-commercial use (except if you are Trial user, in which case you may use the Application during a Trial for commercial purposes). "**Commercial Purpose**" means a purpose other than as authorized in the foregoing subsections (i) and (ii) that is undertaken for profit, monetary compensation, commercial advantage, or to help You produce commercial works or services.
3. **LICENSE LIMITATIONS.** The license granted in Section 2 is conditioned upon Your compliance with the following limitations. You are not permitted to:
  - a) work around any technical limitations in the Application or to use the Application in an

attempt to, or in conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in the Application;

- b) reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Application, except and only to the extent that applicable law expressly permits, despite this limitation;
- c) modify or make any derivative works of the Application, in whole or in part;
- d) remove any proprietary notices or labels on the Application or any copy thereof;
- e) use the Application to infringe the rights of VIVERSE, its affiliates, or any third party or in any way that does not comply with all applicable laws;
- f) publish, rent, lease, lend, or sublicense the Application;
- g) distribute, transfer, disclose or otherwise provide the Application to any third party;
- h) use the Application in connection with a commercial purpose; or
- i) make any use of the Application in any manner not permitted by this Agreement.

- 4. CONTENT.** You are responsible for any of Your and Invited User's Content and to ensure that You have the ownership rights (copyright) or appropriate license rights to upload or share Content or any information in the Application. You agree that Content upload or share by You and Invited Users shall be accurate, lawful, and not in violation of the rights, including intellectual property rights, of third parties. To promote these objectives, VIVERSE provides a process for submission of complaints/takedown notifications regarding Content posted by users. Whether or not VIVERSE disable access to or remove Content, VIVERSE may make a good faith attempt to forward the written notification, including the complainant's contact information, to the user who posted the Content, and/or take other reasonable steps to notify the user that VIVERSE has received notice of an alleged violation of intellectual property rights or other content violation. It is also VIVERSE policy, in appropriate circumstances and in VIVERSE's discretion, to disable and/or terminate the accounts of users, or groups as the case may be, who infringe or repeatedly infringe the rights of others or otherwise post unlawful Content.

You will not upload, post, transmit, transfer, distribute or facilitate distribution of any Content or otherwise use the service in a way that:

- a) depicts nudity of any sort including full or partial human nudity or nudity in non-human forms such as cartoons, fantasy art or manga;
- b) incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism or gratuitous violence;
- c) misrepresents the source of anything you post or upload, including impersonation of another individual or entity or sends any altered, deceptive or false source-identifying information;
- d) provides or creates links to external sites that violate this Agreement;
- e) includes content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control such rights or have obtained necessary consents and releases;
- f) is intended to harm or exploit minors in any way;

- g) is designed to solicit, or collect personally identifiable information of any minor (anyone under 18 years old), including, but not limited to: name, email address, home address, phone number or the name of their school;
- h) deletes, tampers with or revises any information, material or content posted by any other person or entity;
- i) invades anyone's privacy by attempting to harvest, collect, store or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses or other contact information without their knowledge and willing consent;
- j) is illegal or violates applicable local and national laws, including but not limited to child pornography, bestiality, incest, illegal drugs, software piracy and harassment;
- k) threatens, stalks, defames, defrauds, degrades, victimizes or intimidates an individual or group of individuals for any reason; including without limitation, on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion, or incites or encourages anyone else to do so;
- l) harms or disrupts, or intends to harm or disrupt, another user's computer or would allow you or others to illegally access software or bypass security on Web sites or servers, including but not limited to, spamming or attempts to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- m) takes any action which could impose a significant burden (as determined by VIVERSE) on the infrastructure of any VIVERSE services, such as excessively high volume data transfers or bandwidth consumption, excessively high storage, hosting of a web server, internet relay chat server, or any other server, and non-traditional end user activities;
- n) sends or attempts to send unsolicited messages, including promotions or advertisements for products or services, "spam," "chain mail" or "junk mail";
- o) accesses, tampers with or uses non-public areas of any service, computer system or any VIVERSE website, or causes damage to VIVERSE's business, reputation, employees, facilities, or to any person;
- p) attempts to access, search, or extract data from any service or any VIVERSE website with any engine, software, tool, agent, robot, spider, scraper, device or mechanism other than the software or search agents provided by VIVERSE or other generally available third party web browsers;
- q) "frames" any VIVERSE service or any VIVERSE website or otherwise makes it look as if you have a relationship with VIVERSE or that VIVERSE has endorsed you for any purpose; or
- r) attempts to impersonate a VIVERSE employee, agent, manager, host, administrator, moderator, another user or any other person through any means.

You will not use any form of automated device or computer program that enables the submission of postings without the express written consent of VIVERSE.

- 5. RESERVATION OF RIGHTS AND OWNERSHIP.** VIVERSE, its affiliates and its licensors and suppliers own the title, copyright, and other intellectual property rights in the Application (and all rights embodied therein) and reserve all rights not expressly granted to You in this Agreement. The Application is protected by copyright and other intellectual property laws and treaties. The

Application may contain third-party software that is subject to open source or third-party license terms (“**Third-Party Terms**”). Your use of the Application is subject to any Third-Party Terms included with the Application. In the event of a conflict between this Agreement and any Third-Party Terms, this Agreement will govern. VIVERSE, the VIVERSE logo and other VIVERSE product and service names referenced in the Application are the trademarks of VIVERSE and its affiliates. Any other company names, product names, service names and logos referenced in connection with the Application may be the trademarks of their respective owners. Any open source software is provided to You on an “AS IS” basis to the maximum extent permitted by applicable law.

6. **THIRD-PARTY RELATIONSHIPS.** The Application may contain links to, or advertisements for, third-party websites, resources, content, products or services (“**Third-Party Services**”). You acknowledge and agree that such third-party websites, resources, content, products or services are not under VIVERSE’s control and that VIVERSE is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to or advertisements for any Third-Party Services do not imply any endorsement by VIVERSE of such Third-Party Services, nor any association of VIVERSE with any such third parties. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites, resources, content, products or services. Your relationship with respect to Third-Party Services is with the third party, and not with VIVERSE. It is Your responsibility to review the privacy policies, terms of use and other terms and conditions that apply to any Third-Party Services. Any claims You might have with respect to Third-Party Services are against such third party and not against VIVERSE.
7. **SUPPORT AND UPDATES.** VIVERSE has no obligation to and may not provide support for the Application. You agree that VIVERSE may automatically check Your version of the Application and may automatically send Your computer updates to the Application.
8. **TERMINATION.** This Agreement will automatically terminate upon Your breach of any of the terms and conditions of this Agreement. If terminated, You must immediately destroy or disable all copies of the Application, and the following Sections of this Agreement will survive: Sections 5, 6 and 9 through 19.
9. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND APPLICATION IS PROVIDED “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” AND THE ENTIRE RISK OF USE AND PERFORMANCE, REMAINS WITH YOU. VIVERSE AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, VIVERSE, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT THE SERVICES OR APPLICATION: (A) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRD-PARTY APPLICATION, APPLICATIONS OR THIRD-PARTY SERVICES; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) OR ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) OR THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED. ALL CONTENT AND OTHER MATERIAL YOU DOWNLOAD OR OBTAIN THROUGH THE APPLICATION IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. INSTALLATION OF THE APPLICATION MAY AFFECT THIRD-PARTY APPLICATION, APPLICATIONS, DEVICES OR SERVICES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE. IN PARTICULAR, TO THE EXTENT LOCAL LEGISLATION IMPLIES STATUTORY TERMS WHICH CANNOT BE EXCLUDED, THOSE TERMS ARE

DEEMED INCORPORATED INTO THIS AGREEMENT BUT VIVERSE'S LIABILITY FOR A BREACH OF THOSE STATUTORY IMPLIED TERMS IS LIMITED IN ACCORDANCE WITH AND TO THE EXTENT PERMISSIBLE UNDER THAT LEGISLATION.

- 10. DISCLAIMER OF CERTAIN DAMAGES.** IN NO EVENT WILL VIVERSE OR ANY SUPPLIER OR LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; INDIRECT; PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE APPLICATION, EVEN IF VIVERSE OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 10 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 MAY NOT APPLY TO YOU.

- 11. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTION 10, VIVERSE'S AND ITS SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE APPLICATION WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE APPLICATION UP TO FIVE DOLLARS (U.S. \$5.00).

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE APPLICATION, CONTENT, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT FOR THE EXCLUSIVE REMEDY IN THE FOLLOWING SENTENCE, THESE ACTUAL MONEY DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 11 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 11 MAY NOT APPLY TO YOU.

- 12. INDEMNIFICATION.** You will defend, indemnify, and hold VIVERSE, its directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified

from any third party claim or demand, including reasonable attorneys' fees, relating to or arising from (a) Your unauthorized use of the Application; (b) any violation by You of this Agreement; or (c) Your violation of any another party's rights or applicable law.

- 13. RESTRICTED USE.** The Application was designed for systems that do not require fail-safe performance. You may not use the Application in any device or system in which a malfunction of the Application would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and airtraffic control.
- 14. GOVERNING LAW AND JURISDICTION FOR RESOLVING DISPUTES.** This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. This Agreement will be governed by and construed under the laws of Ireland, without giving effect to its choice of law rules. Exclusive jurisdiction and venue for any claims related to or arising under this Agreement will be in a court located in Dublin, Ireland. If applicable law prevents jurisdiction and venue in Dublin Ireland, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live.
- 15. LEGAL EFFECT.** This Agreement does not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in this Agreement.
- 16. COMPLIANCE WITH LAW; EXPORT REGULATIONS.** You will comply with all national and international laws, rules and regulations that apply to the Application and Your use of the Application, including the U.S. Export Administration Regulations (to which the Application is subject), as well as end-user, end-use, and destination restrictions issued by U.S. or other governments. You acknowledge that the Application is of U.S. origin.
- 17. GENERAL.** The section titles in this Agreement are used solely for the parties' convenience and have no legal or contractual significance. VIVERSE's failure to act with respect to a breach by You does not waive its rights to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense Your rights (if any) under this Agreement. This Agreement will be binding upon all of VIVERSE's successors and assigns.
- 18. ENTIRE AGREEMENT.** This Agreement, and any Additional Terms, comprise the entire agreement for the Application. Internet-based services and support services (if any) may be subject to additional terms.
- 19. CONTACT INFORMATION.** If You have any questions about this Agreement please direct all notices and correspondence to:

VIVERSE LIMITED

Attn: Legal Department

10 Earlsfort Terrace, Dublin 2,  
Dublin, D02 T380,  
Ireland

with a copy to:

Viveport Digital Corporation  
Attn: Legal Department  
No. 88, Section 3, Zhongxing Road  
Xindian Dist., New Taipei City 231  
Taiwan