

## License agreement VRSync

### DEFINITIONS

1. "**VRSync**" means the (access to) the cloud base server, the web application, the app for the VR devices and the help documentation
2. "**Install**" means placing VRSync executable on a computer or placing the app on a virtual reality device.
3. "**Use**" means to access, install, download copy and other benefits of using the functionality of the licensed programs.
4. "**User**" means a entity that downloads and uses VRSync.

### VRSync LICENSE

1. VR Owl, as sole owner of VRSync, hereby grants to User a non- perpetual, non-exclusive, non-transferable license to use VRSync, subject to the terms and conditions hereinafter set forth. This License is effective when executed by both parties and the license granted to VRSync remains in force until User stops using VRSync or until VR Owl terminates this License because of User's failure to comply with any of its terms and conditions.
2. VR Owl retains title to and ownership of VRSync and all enhancements, modifications and updates of VRSync.

### ORDER DETAILS

1. Details of order and payment are specified in the order confirmation to which the user has agreed by placing his order online.
2. The number of simultaneously connected devices to the VRSync server is limited by the number of devices in the confirmation order.

### USER'S RIGHTS AND OBLIGATIONS

1. User may download the VRSync app on an unlimited number of devices to gain access to the VRSync server but the number of actually connected devices to the server depends on the subscription.
2. VRSync and Documentation are protected by Dutch copyright laws and international treaties. User must treat VRSync and Documentation like any other copyrighted material – for example a book. User may not:
  - A. Copy the Documentation
  - B. Copy VRSync except to make archival or backup copies as provided above
  - C. Modify or adapt VRSync or merge it into another program
  - D. Reverse engineer, disassemble, decompile or make any attempt to discover the source code of VRSync
  - E. Place VRSync onto a server so that it is accessible via a public network such as the Internet
3. VRSync contains trade secrets and proprietary know-how that belong to us and it is being made available to User in strict confidence.
4. Any use or disclosure of VRSync, or of its algorithms, protocols or interfaces other than in strict accordance with this license agreement, may be actionable as a violation of the trade secret of VR Owl.

### REPRESENTATIONS AND (LIMITED) WARRANTY

1. VR Owl hereby represents and warrants to User that:
  - A. VR Owl is the owner of all right, title and interest, including copyright, in all the Licensed Materials
  - B. User's use of the Licensed Materials as authorized by this Agreement will not infringe any existing copyright, trade secret, patent or trademark rights of any third party.
2. User accepts that VRSync provides no warranties as to the function or use of the licensed programs. The entire risk as to the quality and performance of the licensed program is with user. Licensor does not warrant that the functions contained in the licensed programs will meet user's requirements or that the operation of the licensed programs will be uninterrupted or error free.

3. To the extent permitted by law, the foregoing limited warranty is in lieu of all other warranties or conditions, express or implied, and VR Owl disclaims any and all implied warranties or conditions, including any warranty of title, non-infringement, merchantability or fitness for a particular purpose, regardless of whether VR Owl knows or had reason to know of User particular needs. No employee, agent, or distributor of VR Owl is authorized to modify this warranty, nor to make any additional warranties.

#### **LIMITED REMEDY AND LIABILITY**

1. VR Owl entire liability and User exclusive remedy shall be the effort of VR Owl to give access to the VRSync server with a functionable VRSync app.
2. The amount of possible connected goggles depends on the ability of the hotspot of the control device or the wifi network used. VR Owl shall not be liable for the wifi network hardware, configuration, set up. The User is solely responsible for setting up an adequate and proper network for managing the VR headsets, according to the specifications provided by the VR Owl.
3. In no event will VR Owl be liable for any content as shown on VRSync.
2. In no event will VR Owl be liable to User for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising from the use or the inability to use VRSync (even if VR Owl has been advised of the possibility of these damages, or for any claim by any other party).

#### **TERMINATION**

1. VR Owl shall have the right to immediately terminate this License if User fails to perform any obligation required of User under this Agreement or if User becomes bankrupt or insolvent. This License Agreement takes effect upon User's use of VRSync and remains effective until terminated. User may terminate it at any time by destroying all copies of VRSync and Documentation in its possession. It will also automatically terminate if User fails to comply with any term or condition of this License Agreement.

#### **DOCUMENTATION**

1. The Documentation shall consist of all user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with VRSync.

#### **MAINTENANCE**

1. VR Owl shall promptly notify User of any defects or malfunctions in VRSync or Documentation of which it learns from any source. VR Owl shall promptly correct any defects or malfunctions in VRSync or Documentation. VR Owl's obligation hereunder shall not affect any other liability which it may have to User.

#### **NOTICES- mail to [info@vrowl.nl](mailto:info@vrowl.nl)**

1. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this paragraph. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered, if by first class post forty-eight hours after posting.

#### **APPLICABLE LAW**

1. All disputes between User and VR Owl shall be construed in accordance with and be governed by the laws of The Netherlands and shall solely be submitted to the district court in Utrecht, The Netherlands.