



SOFTWARE ADDITIONAL TERMS

ISSUE DATE: JUNE 5, 2023

These Additional Terms govern your use of Arcturus Software, including but not limited to, HoloSuite, HoloEdit, HoloStream and HoloCompute, and are incorporated by reference into the General Terms of Use ("**General Terms**") located at <https://arcturus.studio/gla/> (these Additional Terms, the General Terms, your Order Form for the Software and our Privacy Policy are collectively referred to as "**Terms**"). Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. USE OF SOFTWARE

- 1.1 **Subscription-Based Software License.** Software may be provided to you as part of your subscription. Subject to your compliance with the Terms, we grant you a non-exclusive, non-sublicensable, non-transferable license to Install and Access the Software: (a) if your subscription is valid; (b) consistent with the total number of licenses purchased; and (c) in accordance with the Terms and the documentation accompanying the Software.
- 1.2 **Definitions.** For the purpose of these Software Additional Terms, "**Install**" means to place an object code version of Software on a computer either directly, on an internal drive, remote access network drive, or removable drive. "**Access**" means downloading, opening, accessing, using, or otherwise operating the Software.
- 1.3 **Archival Copy.** Your license includes the right to make a single archival copy of the Software in the country where you purchased the license ("**Territory**"), provided that: (a) the single-copy limitation will not apply to copies made as an incidental part of a routine backup of your entire computer system on which the Software is Installed in accordance with the Terms, where such backup includes the making of copies of substantially all other software on such computer system; and (b) any archival copy may be Accessed or Installed (other than on a backup storage medium from which the Software cannot be Accessed) only when and for so long as the primary copy of the Software is inaccessible and inoperable. Copies of the Software that are Installed and are in excess of the permitted number at any time while the primary copy of the Software is also Accessible are not "archival copies" as permitted under the Terms.
- 1.4 **Proprietary Notices.** You must ensure that any permitted copy of the Software that you make contains the same copyright and other proprietary notices that appear on or in the Software.
- 1.5 **Authorized Users.** You may permit the Software to be Installed and/or Accessed only by your personnel (except as otherwise designated in the applicable license

type), and any such Installation or Access will be subject to any other requirements imposed by the Terms and the applicable license type and permitted number of users or Installations. You will be responsible for compliance with the Terms by your Authorized Users and any other persons who may have Access to the Software through you or your Authorized Users (whether or not such Access is authorized by Arcturus or within the scope of the applicable license type and permitted number).

1.6 **Regional Licensing Requirements.** If you purchase a Software license, you must not install or deploy the Software outside of the permitted Territory unless otherwise permitted by us. We may terminate the license granted herein, suspend your subscription, or restrict your access to the Services if we determine that you are using the Software or Services in violation of this Section.

1.7 **License Disclaimer.** Notwithstanding anything to the contrary in these Additional Terms, no license is granted (whether expressly, by implication or otherwise) under these Additional Terms (and these Additional Terms expressly excludes any right): (a) to materials covered under another license agreement, provided by an independent third party or materials explicitly excluded in writing; (b) to any Software that you did not acquire lawfully or that you acquired in violation of or in a manner inconsistent with the Terms; (c) for Installation of or Access to Software beyond the applicable license term (whether a fixed term or subscription period) or outside the scope of the applicable license type or permitted number; (d) for Installation of the Software on any computer other than a computer owned or leased, and controlled, by you, unless otherwise authorized in writing by Arcturus; or (e) to Install or Access or allow the Installation of or Access to the Software over the Internet or other non-local network, including, without limitation, use in connection with a wide area network (WAN), virtual private network (VPN), virtualization, Web hosting, outsourcing service, time-sharing, service bureau, software as a service, streaming or hosted service, cloud or other service or technology.

2. ACTIVATION AND UPDATES

2.1 **Activation and Validation.** The Software may require you to take certain steps to activate the Software or validate your subscription. Failure to activate or register the Software, failure to validate the subscription, or a determination by us of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of your subscription.

2.2 **Updates.** The Software may automatically download and install updates from Arcturus from time to time. These updates may take the form of bug fixes, new features, or new versions. You agree to receive and accept such updates from Arcturus as part of your use of the Software.

3. THIRD-PARTY NOTICES

- 3.1 **Connectivity.** Certain Software may facilitate or require your access to and use of content and services that are hosted on websites maintained by Arcturus or by third parties. In some cases, such content and services may appear to be a feature or function within, or extension of, the Software on your (including your Authorized Users') computer even though hosted on such websites. Accessing such content or services and use of Software may cause your (including your Authorized Users') computer, without additional notice, to connect automatically to the Internet (transitorily, intermittently or on a regular basis) and to communicate with an Arcturus or third-party website—for example, for purposes of providing you with additional information, features and functionality or to validate that the Software and/or content or services are being used as permitted under the Terms or other applicable terms. Such connectivity to Arcturus websites is governed by Arcturus's policies on privacy and data protection described in the Terms. Such connectivity to websites of third parties is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the third-party content or services. Arcturus does not control, endorse, or accept responsibility for any such third-party content or services, and any dealings between you and any third party in connection with such content or services, including, without limitation, such third party's privacy policies, use of personal information, delivery of and payment for goods and services, and any other terms associated with such dealings, are solely between you and such third party. Arcturus may at any time, for any reason, modify or discontinue the availability of any third-party content or services. Access to and use of certain content and services (whether of Arcturus or third parties) may require your agreement to separate terms and/or payment of additional fees.
- 3.2 **Third-Party Software.** The Software may contain third-party software, which may be subject to such third-party software's terms and conditions, available at <https://arcturus.studio/third-party-software/>.

4. HOLOSUITE PLAYER

- 4.1 **Application of Section.** This Section 4 applies specifically to the HoloSuite Player Software which may be used to playback your Content ("**Player**").
- 4.2 **License to Player.** Subject to your compliance with the Terms, we grant you a non-exclusive, non-sublicensable, non-transferable license to reproduce an unaltered version of the Player and Distribute such unaltered copy of the Player to your current and prospective customers ("**End Users**"). "**Distribute**" means to send, transmit, disclose, display, publish or otherwise provide or make available the Player by way of a zipped software install file or embedded in an application or on your website, or to direct End Users to download the Player from the Arcturus website or contact the Arcturus Customer Success team for access. To the extent that you embed the Player in an application or on your website, you must recognize Arcturus as the owner of the Player and insert the text "Powered by HoloSuite" in a prominent location on the application or website.

- 4.3 **End User Licence:** Installation of, and Access to, the Player by your End Users is subject to their acceptance of, and agreement to comply with, the end user license agreement applicable to the Player available at <https://arcturus.studio/software-license-agreements/> (**'EULA'**). Where you Distribute the Player to an End User, you must also provide the End User with a hyperlink to the EULA and notify the End User that Installation of, and Access to, the Player is subject to their compliance with the terms set out in the EULA.
- 4.4 **Responsibility for Your Content:** Arcturus will not be responsible, and assumes no liability, for any Content you upload, store, create, process, share or otherwise make available to End Users on or through the Player (including the accuracy, completeness, appropriateness, or lawfulness of that Content). You are responsible for granting to End Users any required rights and permissions for or relating to your Content.