



# HOLOSUITE PLAYER END USER LICENSE AGREEMENT

ISSUE DATE: June 5, 2023

## COMPANY

**Name:**

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**Address:**

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**Contact:**

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This End User License Agreement (“**EULA**”) governs your installation of and access to the Arcturus HoloSuite Player (the “**Player**”). This EULA is entered into directly between you and Arcturus Studios US, Inc. (“**Arcturus**”, “**we**”, “**us**”). It describes your rights and obligations in relation to your installation of and access to the Player and any text, information, data, applications or material, such as audio files, video files, electronic documents, or images (“**Content**”) that may be uploaded, stored, created, processed, shared or otherwise made available on the Player.

By accepting this EULA, or by installing or accessing the Player, you confirm your acceptance of this EULA and your agreement to be a party to this binding contract with Arcturus. If you do not agree, you do not have the right to install or access our Player. For the avoidance of doubt, this EULA does not apply to any Arcturus services or software that you register or subscribe for to which the Arcturus General Terms of Use and any Additional Terms apply, nor any professional services for which you may engage Arcturus including custom software development, integration, implementation or other consulting services, which shall be governed by a separate master services agreement.

You agree to this EULA on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, “**You**” or “**you**”). You represent and warrant that you have the right and authority (as well as the capacity — for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself.

## 1. USE OF PLAYER

1.1 **License.** Subject to your compliance with this EULA, we grant you a non-exclusive, non-sublicensable, non-transferable license to Install and Access the Player for the

sole purpose of enabling third parties to access, view or listen to Content on your website or application. For the purpose of this EULA, “**Install**” means to place an object code version of the Player on a computer either directly, on an internal drive, remote access network drive, or removable drive or to embed the Player on your website or application. “**Access**” means downloading, opening, accessing, using, or otherwise operating the Player.

- 1.2 **Arcturus Intellectual Property.** The Player is licensed, not sold, to you. We (and our licensors) remain the sole owner of all right, title, and interest, including all intellectual property (“**IP**”) rights, in the Player. “**IP**” includes copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, trade secrets, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world. Except as stated in this EULA, we do not grant you any IP rights in respect to the items in the Player. We reserve all rights not granted under this EULA.
- 1.3 **Applications.** If you create any scripts, outputs, applications (“**Applications**”) using the Player, you must recognize us as the owner of the Player and insert the text “Powered by HoloSuite” in a prominent location on the Application.
- 1.4 **Activation and Validation.** You may be required to take certain steps to activate the Player. Failure to activate the Player or agree to this EULA, or a determination by us of fraudulent or unauthorized use of the Player, may result in reduced functionality, inoperability of the Player, or a termination of your licence under this EULA.
- 1.5 **Compatibility.** The Player might not be compatible with hardware, software or services provided by third parties. You are responsible for ensuring your information technology system meets any minimum requirements advised by Arcturus and that your Internet connection is suitable for Installing and Accessing the Player. You acknowledge and accept that the performance of the Player may be affected by these factors and Arcturus will not be liable for any resulting issues.
- 1.6 **Updates.** The Player 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 Access to the Player. We may modify, update, or discontinue the Player (including any portions or features) at any time, without notice or liability to you or anyone else.
- 1.7 **Feedback.** You have no obligation to provide us with ideas, suggestions, or proposals related to the improvement of the Player, or bug or crash reports of the Player (“**Feedback**”). If you submit Feedback to us, however, then you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable, and transferable license to use, copy, reproduce, translate and disclose that Feedback for the purpose of using, editing, enhancing, altering, arranging, modifying, developing,

distributing, adapting, creating derivative works of, offering, making, selling, distributing, importing or exporting the Player or any portion thereof.

## **2. THIRD PARTY CONTENT**

- 2.1 **No Responsibility.** The Player is used by third parties to upload, store, create, process, share or otherwise make available Content. Arcturus does not control, endorse or accept responsibility for any Content accessible on the Player (including the accuracy, completeness, appropriateness, or lawfulness of such Content). Access to or use of any Content is at your sole risk, and Arcturus assumes no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of any Content.
- 2.2 **License Rights.** Nothing in this EULA grants you a license for any Content accessible on the Player, and you must obtain any required rights directly from the owner of that Content.
- 2.3 **Restriction of Content.** We do not review Content uploaded, stored, created, processed, shared or otherwise made available on or through the Player. If you come across Content that you find offensive or upsetting, your sole remedy is to stop accessing, viewing or listening to the Content. You are encouraged to notify us of any Content on the Player that you believe to be illegal, unlawful or prohibited by any applicable law. We reserve the right to remove Content or restrict access to the Player at any time in our sole discretion.
- 2.4 **Data on your use of the Player.** When you Install or Access the Player, you grant us the right to the right to retain and use any data related your Installation of or Access to the Player so that we may continue to build and improve machine learning algorithms and artificial intelligence models related to the Player and our software. You agree that you have no right, title or interest in and to any resulting improvements made to Player, nor any algorithms or other machine learning or artificial intelligence models we create (collectively, “**Improvements**”) and that we own all Improvements and may use Improvements as we choose without any restrictions.
- 2.5 **DMCA.** We respect the IP rights of others, and we expect you to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act (“**DMCA**”). Details on how to make a claim of copyright infringement and submit a takedown request are available at <https://arcturus.studio/notice-and-procedure-making-claims-copyright-infringement> L.

## **3. END USER CONDUCT**

- 3.1 **Responsible Use.** You must not:

- (a) Install or Access the Player without, or in violation of, this EULA;
- (b) share, disclose, distribute, transfer, rent, lease, lend, sublicense, sell, exploit or otherwise make available the Player (or any items or rights therein) to any third party except for the sole purpose of allowing the third party to access, view, or listen to Content;
- (c) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, the source code, data representations or underlying algorithms, processes, methods, and any other portion of the Player;
- (d) Install or Access the Player by any means other than the interface we provide or authorize, or attempt to do so;
- (e) circumvent any Installation or Access restrictions, or technological measures, put into place to control access to or prevent certain uses of the Player;
- (f) Install or Access the Player to engage in behavior that violates anyone's IP rights;
- (g) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (h) disable, impair, destroy, manipulate or disrupt the Player, or attempt to do so;
- (i) remove, minimize, alter, obscure, or modify any watermarks, labels, marks or other legal or proprietary notices on or in the Player;
- (j) upload, store, create, process, share or otherwise make available any code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Player;
- (k) manipulate or otherwise display the Player by using framing or similar navigational technology;
- (l) use any data mining or similar data gathering and extraction methods in connection with the Player, including data scraping for machine learning or other purposes;
- (m) disrupt, interfere with, or inhibit any other user from Installing or Accessing the Player; or
- (n) Install or Access the Player in any way that is illegal, unlawful or prohibited, or for any purpose that is in violation or breach of any applicable law or regulation.

3.2 **Trade Sanctions and Export Control Compliance.** The Player, and your Installation of and Access to it, is subject to laws, restrictions, and regulations of the United States and other jurisdictions that: (a) govern the import, export, and use of the Player; and (b) may prohibit us or a third party from granting the rights set out in this EULA or providing the Player to you without notice. By using the Player, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Player by the laws of any jurisdiction.

3.3 **Availability.** Installation of or Access to the Player (or certain features of the Player) in certain countries may be blocked by us or foreign governments. It is your responsibility to make sure your Installation of and Access to the Player is legal or available where you do so. The Player is not available in all languages.

## 4. PRIVACY

4.1 **Privacy.** For information about how we collect, use, disclose, or otherwise process information about you and your Installation of or Access to the Player, please see our Privacy Policy contained at <https://arcturus.studio/privacy-policy-statements/>. You agree that you are responsible for obtaining any required consents for any personal information transmitted, disclosed or made available to Arcturus, including through the Player.

4.2 **Transfer of Personal Information.** We process and store information in the U.S. and other countries. By using our Player, you authorize Arcturus to transfer your personal information across national borders and to other countries where Arcturus and its partners operate.

4.3 **Aggregated Statistics.** Notwithstanding anything to the contrary in this EULA, Arcturus may monitor your Installation of and Access to the Player and collect and compile Aggregated Statistics. As between Arcturus and you, all right, title, and interest in Aggregated Statistics, and all IP rights therein, belong to and are retained solely by Arcturus. You acknowledge that Arcturus may compile Aggregated Statistics based on your Installation of and Access to the Player. You agree that Arcturus may: (a) make Aggregated Statistics publicly available in compliance with applicable law; and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law provided that such Aggregated Statistics do not identify your Confidential Information. “**Aggregated Statistics**” means data and information related to your Installation of and Access to the Player that is used by Arcturus in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Player.

## 5. YOUR WARRANTY AND INDEMNIFICATION OBLIGATIONS

5.1 **Warranty.** By accessing Content through the Player, you represent, warrant and agree that you have all necessary licenses and permissions to access, view, listen to and use that Content.

- 5.2 **Indemnification.** You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your Installation of and Access to the Player including any outputs or other results of such use, or your violation of this EULA. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. You must fully cooperate with us in the defense of any such claim, action, or matter.

## 6. **DISCLAIMERS OF WARRANTIES**

- 6.1 **THE PLAYER IS PROVIDED "AS-IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO COMMITMENTS ABOUT THE PLAYER. WE FURTHER DISCLAIM ANY WARRANTY THAT: (A) THE PLAYER WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS OBTAINED FROM THE INSTALLATION OF AND ACCESS TO THE PLAYER WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (C) THE QUALITY OF THE PLAYER WILL MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS OR DEFECTS IN THE PLAYER WILL BE CORRECTED. ARCTURUS DOES NOT PROVIDE ANY SUPPORT SERVICES FOR THE PLAYER.**
- 6.2 **WE SPECIFICALLY DISCLAIM ALL LIABILITY FOR ANY ACTIONS RESULTING FROM YOUR INSTALLATION OF AND ACCESS TO THE PLAYER. YOU MAY INSTALL AND ACCESS THE PLAYER AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OR CORRUPTION OF DATA OR ANY CONTENT THAT RESULTS THEREFROM.**

## 7. **LIMITATION OF LIABILITY**

- 7.1 **We are not liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages: (a) resulting from loss of use, data, reputation, revenue, or profits; (b) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (c) arising out of or in connection with your Installation of or Access to the Player.**
- 7.2 **Our total liability in any matter arising out of or related to this EULA is limited to the greater of: (a) U.S. \$5; or (b) the aggregate amount of any fees you paid for Installation of or Access to the Player during the three-month period preceding the event giving rise to the liability.**

7.3 **This EULA sets forth the entire liability of Arcturus and its affiliates as well as your exclusive remedy with respect to Installation of and Access to the Player. The limitations and exclusions in this Section 7 (Limitation of Liability) apply to the maximum extent permitted by law even if: (a) a remedy does not fully compensate you for any losses or fails of its essential purpose; or (b) we knew or should have known about the possibility of damages.**

## 8. TERMINATION

8.1 **Commencement of Licence.** This EULA is effective from the date you first Install or Access the Player. You may stop using the Player at any time.

8.2 **Termination.** Without prejudice to any other rights that we may have under this EULA or at law, we may terminate your rights under this EULA immediately if you fail to comply with any of its terms. Upon termination, you must stop all Installation of or Access to the Player and delete all copies from your computer systems. We may also limit or disable your Access to the Player in our discretion without notice.

8.3 **Survival.** Any provisions that by their nature continue and survive will survive any termination of this EULA, including your indemnification obligations, our warranty disclaimers and limitations of liabilities, and dispute resolution provisions stated in this EULA.

## 9. MISCELLANEOUS

9.1 **Notice.** Notices in connection with this EULA must be in writing and sent by email, pre-paid postal service, or a delivery service (such as UPS, FedEx or DHL). Notices from Arcturus to you will be effective: (a) in the case of notices by email, one (1) day after sending to the email address provided to Arcturus; or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Arcturus. You hereby consent to service of process being effected on you by registered mail sent to the last address known by Arcturus if so permitted by applicable law. Notices from you to Arcturus will be effective: (c) in the case of notices by email, one (1) day after sending to (and receipt by Arcturus at) [contact@arcturus.studio](mailto:contact@arcturus.studio); or (d) in the case of notices by mail or delivery service, when received by Arcturus at Arcturus Studios Holdings, Inc., 9290 Civic Center Drive, Beverly Hills CA 90210, Attention: Copyright Agent.

9.2 **Choice of Law.** This EULA is governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States). The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this EULA. In addition, you agree that any claim, action or dispute arising under or relating to this EULA will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the

Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco. Nothing in the foregoing will prevent Arcturus from bringing an action for infringement of IP rights in any country where such infringement is alleged to occur. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

- 9.3 **Injunctive Relief.** If you are in violation of this EULA, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 9.4 **Non-Assignment.** You may not assign or otherwise transfer this EULA or your rights and obligations under this EULA, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under this EULA to a third party.
- 9.5 **Severability.** If any provision of this EULA is held invalid or unenforceable for any reason, the remainder of this EULA will continue in full force and effect.
- 9.6 **No Waiver.** Our failure to enforce or exercise any provision of this EULA is not a waiver of that provision.
- 9.7 **Headings.** Headings used in this EULA are provided for convenience only and will not be used to construe meaning or intent.
- 9.8 **Entire Agreement.** This EULA constitutes the entire agreement between you and Arcturus (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof.
- 9.9 **Updates to EULA.** We may make changes to this EULA from time to time, and if we do, we will notify you by revising the date at the top of this EULA. You should check our website regularly for any changes to this EULA. Unless otherwise noted, the amended EULA will be effective immediately, and your continued Access to our Player will confirm your acceptance of the changes. If you do not agree to the amended EULA, you must stop using our Player.
- 9.10 **English Version.** The English version of this EULA will be the version used when interpreting or construing this EULA.



**EXECUTED BY:**

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name:

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Title:

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