

TERMS AND CONDITIONS

In order to obtain and use the Vrgineers / XTAL™ Licensed Product (“**Product**”), You must first agree to the terms and conditions of this agreement (“**Agreement**”). If You agree to the terms and conditions of this Agreement, you may use the Product solely in accordance with the terms and conditions hereof. If You do not agree to the terms and conditions of this Agreement, then You may not use the Product.

Vrgineers, Inc. may change, modify, update, add, or remove portions of these terms at any time. Please, check these terms periodically for changes. Your continued use of the Product, following the posting of any changes, will signify your acceptance of those changes.

1. Definitions

- 1.1 “**Company**” means Vrgineers, Inc., with its registered offices at 8 Green STE R, Dover, Delaware, 19901 USA.
- 1.2 “**Product**” means any Vrgineers / XTAL™ Licensed Product manufactured by Vrgineers, Inc.
- 1.3 “**Website**” shall mean the website <https://vrgineers.com/>, or <https://www.xtal.training/>, or <https://www.xtal.pro/> in addition to any sub-pages that are integrated within this website.
- 1.4 “**Customer**” or “**You**” means the company or the person as identified through the purchase under this Agreement.
- 1.5 “**License**” means the license granted hereunder, as identified by the applicable the purchase order between the Company and the Customer.
- 1.6 “**License Fees**” mean the amounts due and owing to the Company by the Customer as established in the applicable quote and order between the Company and the Customer, or as otherwise set forth in writing at the time Customer subscribes for or renews the License granted hereunder; the License Fees may be as established or set forth on an applicable customer invoice.
- 1.7 “**Simulator**” means any Vrgineers simulator or trainer provided by the Company.
- 1.8 “**Software**” refers to the Vrgineers, Inc. software and associated software components, including software programs, drivers, documentation, and accompanying features available under the Customer’s applicable License.
- 1.9 “**Firmware**” means software ingrained in the Product.
- 1.10 “**Intellectual Property**” means any copyright, invention, technology, know-how, trademark, trade secret, and/or patent arising out of and connected to the Product.
- 1.11 “**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical,

physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 1.12 “**Purchase Order**” means a binding document approved by Client in electronic or any other form to purchase defined Products of Company for specific price.

Vrgineers End User License Agreement (EULA)

2. License

- 2.1 You shall be granted a non-exclusive, non-transferable License to use the Software with the hardware incorporated in the Product as purchased.
- 2.2 You agree not to (except as expressly permitted by applicable law):
- a) disassemble, decompile, reverse engineer, merge or combine the Software with other software, or copy, translate, adapt, vary or modify any parts of the Software;
 - b) distribute any parts of the Software in any form.

3. Intellectual Property Rights

- 3.1 You shall not remove any product identification, copyright notices or proprietary restrictions from the Product.
- 3.2 The Company will retain all Intellectual Property arising out of and connected to the Product or any part thereof.
- 3.3 With the purchase of the Product the Customer shall not acquire any rights in the Intellectual Property except a limited use license.
- 3.4 The Customer agrees not to modify, reverse engineer, attempt to derive the composition of or the underlying information of the Product, or arising out of the use of the Product, or to send the Product out to a third party.

4. Product liability

- 4.1 The Customer buys the Product “as is” at their own risk.
- 4.2 The Company shall not be liable for any harm to physical, psychological, or mental health or damage resulted from the use of the Product by the Customer or any third party.
- 4.3 The Company shall not be liable for any breach of Intellectual Property rights of third parties as a result of the use of the Product by the Customer or any third party.

5. Warranty Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO REPRESENTATIONS OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

6. Hardware and Software Requirements

6.1 The customer acknowledges that Product may require a specific technology setup that is not part of the delivery of the Product and confirms that the customer has the necessary infrastructure for the operation of the Product; in the case of the XTAL™ Headset it is a computer with a supported graphics processing unit (GPU), supported operating system with drivers; in the case of Simulators, it is a suitable power source.

6.2 At the Customer's request, the Company shall set up and integrate the Product into a specific technological environment for a price and under the terms and conditions that shall be agreed upon between the Company and the customer in advance; the setup of the Product will require the Customer's assistance and cooperation.

7. Third-Party Software

7.1 The Product may come bundled with, or otherwise include or be distributed with third- party software licensed by the Company's supplier and/or open-source software provided under an open-source or other license; use of third-party software is subject to the third- party license terms and in the event of a conflict with these terms the third-party license terms shall govern.

7.2 You can find the third-party license terms at the links listed below:

Software	Link
NatNet Library	https://optitrack.com/software/natnet-sdk/ https://optitrack.com/about/legal/web-site-terms.html
OpenCV: Open Source Computer Vision Library	https://github.com/opencv/opencv/blob/4.4.0/LICENSE

OpenVR	https://github.com/ValveSoftware/openvr/blob/master/LICENSE
Intel® Embree	https://github.com/embree/embree/blob/master/LICENSE.txt
Leap Motion	https://central.leapmotion.com/agreements/SdkAgreement
CUDA Toolkit	https://docs.nvidia.com/cuda/eula/index.html

8. Updates

8.1 By installing Software You agree to receive information of updates and/or upgrades. You decide if updates and/or upgrades should be installed. Vrgineers does not force any updates and/or any upgrades.

8.2 The Company is not responsible for the updates and/or upgrades of the third-party software.

9. Governing Law; Language Clause

9.1 The Agreement is subject to the laws of the state of California law, excluding conflict of law rules; any dispute that would not be settled amicably shall be handled by a relevant California court or arbitrary, accordingly to Vrgineers preference.

9.2 The governing language of the Agreement is English; any translations of the Agreement shall be of informative character only.

XTAL™ Licenses

10. XTAL™ Personal Free License (“Personal License”)

10.1 The licensed Product and Personal License are for personal use only and in non-commercial projects; any commercial use is strictly prohibited.

10.2 The Personal License is free of charge, with no License Fees, and is granted to each person on a permanent basis, i.e., it is not time limited. The updates are not guaranteed.

10.3 The Personal License guarantees the Customer access and license to use:

- XTAL™ product documentation
 - How-To install XTAL™ document
 - How-To setup different tracking systems with XTAL™
 - How-To Videos
- XTAL™ computer drivers (Steam VR and OpenXR)
- XTAL™ firmware updates

10.4 Access to all above is provided via Vrgineers, Inc. support portal.

10.5 **If You purchased XTAL™ headset and did not receive access to Vrgineers, Inc. supportportal, please contact support@vrgineers.com.**

11. XTAL™ Enterprise License (“Enterprise License”)

11.1 The Enterprise License allows the Customer to use the Product for any commercial and professional use. The Enterprise License is valid for 12 months unless otherwise stated in the purchase order.

11.2 The Enterprise License guarantees the Customer access and license to use:

- XTAL™ product documentation
 - How-To install XTAL™ document
 - How-To setup different tracking systems with XTAL™
 - How-To Videos
- XTAL™ computer drivers (Steam VR and OpenXR)
- XTAL™ compatibility modules for Unity, Unreal and other game engines
- XTAL™ firmware and driver (SDK)
- C++ libraries (i.e., for Direct X, OpenGL, Vulkan)
- Access to BETA drivers (example: Mixed Reality SDK, Eye Tracking drivers, Inside-out tracking drivers)
- Direct access to XTAL™ developers for technical consultations and services through remote maintenance.
- Remote online support, 48 hours from receiving the ticket – in case the problem is not solved within the 48 hours via e-mail, the customer needs to schedule a meeting.
- Commercial license for UltraLeap hand tracking.

11.3 Access to all above is provided via Vrgineers, Inc. support portal.

11.4 **The price for the Enterprise License is 800,- USD.**

11.5 **If You purchased XTAL™ headset and did not receive access to Vrgineers, Inc. support portal, please contact support@vrgineers.com.**

12. XTAL™ Military License (“Military License”)

12.1 The Military License is an unlimited usage license; it confers the right to use the Product for any purpose and is valid for 12 months unless stated differently in the purchase order.

12.2 The Military License grants the Customer access and license to use:

- XTAL™ product documentation
 - How-To install XTAL™ document
 - How-To setup different tracking systems with XTAL™
 - XTAL™ compatibility modules for Unity, Unreal and other game engines
- XTAL™ computer drivers (Steam VR and OpenXR)
- XTAL™ compatibility modules for Unity, Unreal and other game engines
- XTAL™ compatibility modules for simulation engines such as VBSX, Prepar3D, DCS World and others
- XTAL™ firmware and driver, (SDK)
- C++ libraries (i.e., for Direct X, OpenGL, Vulkan)
- Access to BETA drivers (example: Mixed Reality SDK, Eye Tracking drivers, Inside-out tracking drivers)
- Commercial license for UltraLeap hand tracking
- Direct access to XTAL™ developers for technical consultations and services through remote maintenance
- Remote online support, 48 hours from receiving the ticket – in case the problem is not solved within the 48 hours via e-mail, the customer needs to schedule a meeting

12.3 XTAL™ Military Support and Warranty Support

By purchasing Military License, customer automatically gets Military Support and Warranty as stated in this article. Standard Military Support and Warranty period is 12 months from the purchase, or otherwise stated in the Purchase Order.

12.3.1 For every customer with Military support Vrgineers will appoint a dedicated technical point of contact (“TPOC”). The TPOC will facilitate:

- Technical support
- Gather technical feedback
- Transfer modification requests to Vrgineers R&D team

12.4 Rights relating to the XTAL™ Military License

- 12.4.1 In the event of a defect to a new Product or the Customer's decision, the Company agrees, at its option during the warranty period, to replace or return the XTAL™ headset without providing a reason; the XTAL™ headset shall be returned to the Company by a secure and tracked courier.
- 12.4.2 The Company will pay for the pickup and delivery of a new Product as part of the Military License.
- 12.4.3 Customer can purchase and test experimental XTAL™ hardware, which is not available on an open market (e.g., XTAL™ prototypes, controllers, tracking systems, camera systems, simulators and others) per request.
- 12.4.5 Customer gets access to the offline version of Software, which allows customer usage of the Product without an internet connection.
- 12.4.6 Customer has right to Certificate of memory – detailed description of the Product's memory and its usage and Certificate of origin.
- 12.4.7 Access to all above is provided via Vrgineers, Inc. support portal.
- 12.4.8 **The price for the Military License is 1.600, - USD.**
- 12.4.9 **If You purchased XTAL™ headset and did not receive access to Vrgineers, Inc. support portal, please contact support@vrgineers.com.**

Terms of Use

13. Warranty

- 13.1 Company provides You a 12-month limited express warranty against defect of the Product (“**Warranty**”).
- 13.2 Warranty does not apply if the software component of the Product is changed or modified by a person different from the Company or in case that the functionality of the Software provided by the Company has been changed due to use of software not provided with the Product by the Company.
- 13.3 Company does not guarantee that the Product shall be fit for any other purposes than those set forth in the quote or proposal.
- 13.4 Company warrants that the Product will arrive undamaged unless specified as "used" or "refurbished" when received by the Customer and that the Product will perform in accordance with its specifications for a period of twelve (12) months from the date of delivery to the Customer.
- 13.5 In the event the Product is damaged upon receipt by the Customer, the Customer shall notify the Company in writing of any damage or shipping damage to the Product within sixty (60) days of initial delivery; this only applies to shipping which was undertaken by the Company and does not apply to shipping organized by the customer.
- 13.6 Please, do not throw out any shipping or packaging materials.
- 13.7 Company shall, at its sole discretion, provide either a replacement of the Product (such replacement shall be new in the box) or provide a refund within thirty (30) days of receipt of the damaged Product.
- 13.8 Company shall repair or replace any defective Product within thirty (30) days of receipt of the defective Product.
- 13.9 If there is a problem or failure with any component of the Product, the issue will be diagnosed by the Company’s technician, and advice on how to solve the problem will be provided.

14. Exclusion of Warranty

Warranty does not include the following:

- a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, exposure to weather conditions, exposure to sunshine, moisture, dampness, sand, dirt, neglect, or unusual physical, electrical or electro-mechanical stress, blown fuse, or improper use of any

- electrical source;
- b) scratches, dents and cosmetic damage, unless the Product is specified as "used" or "refurbished";
- c) ordinary wear and tear; or
- d) theft.

15. Warranty Conditions for Simulators

15.1. Company warrants that the Simulators provided by the Company will be free from material and manufacturing defects for a period of one (1) year from the date of delivery to the Customer, and that the Simulators will possess substantially similar characteristics and functionality as listed on the Company's Website and datasheets as of the date of this Agreement.

15.2. Company does not warrant that the functions contained in the Simulators will meet the Customer's requirements or that the operation thereof will be uninterrupted or entirely error free, appear or perform precisely as described, or comply with regulatory requirements.

15.3. Customer acknowledges and agrees that the functionality of the Simulators depends greatly on the Customer's use and that the Customer's error may impact the performance and results thereof.

16. Extended Warranty Conditions for Simulators

16.1 The Customer can purchase Extended Warranty for any type of Simulator for any durations specified in the Purchase Order.

16.2 Price of Extended Warranty depends on the Simulator type and is defined in the Purchase Order.

16.3 Extended Warranty does cover:

- a. Immediate exchange of any malfunctioning component;
- b. Regular Software update and/or upgrade;
- c. In case of any update and/or upgrade of the Software or Hardware or any other components Vrgineers guarantees the simulator will work as a whole;
- d. Defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, exposure to weather conditions, exposure to sunshine, moisture, dampness, sand, dirt, neglect, or unusual physical, electrical or electro-mechanical stress, blown fuse, or improper use of any electrical source;
- e. Theft.

17. Warranty Claims

17.1 If a defect is found that is potentially covered by the Warranty, the customers should:

- Contact Company support to confirm that the defect is covered by the Warranty and be prepared with the following information:
 - Part number
 - Serial number
 - Full details of the alleged defect
 - Invoice
- If the defect is confirmed and is to be covered under the Warranty, obtain a claim form from the Company for the item(s) confirmed as a warranty repair.
- In the event of a faulty or a failed component (through normal use), detailed instructions will be given to the Client on how to remove the faulty part; a replacement component will be couriered to the Client with instructions on how to reinstall.
- If the defect is NOT covered by the Warranty but requires repair by the Company, obtain a claim form and the Company will evaluate the defect(s) and provide a quote for repair and/or replacement.
- The Company commits to resolve all complaints immediately upon the report; the period of resolving a complaint depends on the type of warranty. Standard period of resolving a complaint is six (6) weeks depending on the complexity of the defect; if the estimated time is longer than six (6) weeks due to the complexity of the defect or any other cause, the Company will immediately communicate such a case to the Customer.
- Contact info for the warranty claims: support@vrgineers.com.

18. Limitation of Liability

Company shall not be liable for breach-of-contract damages suffered by Customer that are remote or speculative, or that the Company could not have reasonably foreseen on entry into this agreement. Company's liability under the Terms shall not exceed the price for the Device paid by the Customer to the Company. Company shall not be liable for any health and mental disorders, or other negative consequences resulted from the use of the Device by the Customer or any third person. The Company shall not be liable for the use of any personal data collected via the use of the Device. The Company shall not be liable for any breach of intellectual property rights of third parties as a result of the use by the Customer of any third person of the Device.

19. Payment Terms

- 19.1 Purchase Order must be accepted in writing or via commercially reasonable electronic communication, e.g., via e-mail reply to the Purchase Order sender or to orders@vrgineers.com.
- 19.2 Further payment terms will be specified in each Purchase Order; the Purchase Order is a legally binding document.
- 19.3 All invoices are due within fourteen (14) calendar days of receipt unless otherwise set forth in the purchase order.
- 19.4 All invoices will be sent to the Customer's contact e-mail used to confirm the Purchase Order; in case of cancellation of the Purchase Order after acceptance, the down payment paid by the Customer is non-refundable and will not be returned to the Customer.
- 19.5 If the Product is not delivered to the Customer within the agreed period of time, the Customer's sole remedy shall be the right to a refund.

20. Delivery and Shipping Costs

- 20.1 Company shall deliver the Product within three (3) months of receipt of the full price for the Product from the Customer unless agreed otherwise in the Purchase Order.
- 20.2 The installation date of the Product shall be agreed upon by the Company and the Customer before delivery date.

21. Special Delivery Conditions

- 21.1 Company shall deliver the Product with the highest priority with the aim to minimize the lead time.
- 21.2 This applies within the countries of the European Union as well as in Switzerland, the United Kingdom, the United States, Brazil, Australia, and Japan unless the Company and the Customer agree otherwise in writing or in electronic form.
- 21.3 Deliveries shall take place on workdays via a forwarding agent or a cargo service commissioned by Company for the delivery.

22. Return of the Product

- 22.1 Customer can return the Product in a 14-day period without a cause, provided that the Product does not show any visible signs of use and that it is returned in the original packaging.
- 22.2 Customer can return the Product in a longer period than fourteen (14) days only for reasons on the side of the Company (e.g., defect of the Product, damage or, as the case may be, the Customer's dissatisfaction with the Product).
- 22.3 Shipping costs of the return are borne by the Customer.

23. Login Information

- 23.1 Customer is responsible for their log-in information and all activities under their account.
- 23.2 You may be asked to provide information necessary to create an account and securely login into Company's web portal and access Software. This information can be anonymous.
- 23.3 Customer is entirely responsible for maintaining the confidentiality of Customer's account information, including a password, and for any and all activity that occurs under such account; Customer agree to notify the Company immediately of any unauthorized use of Customer's account or password, or of any other breach of security; Customer may be held liable for losses incurred by the Company or any other user or visitor due to the use of Customer's Company ID, password, or account by Customer or any third party.
- 23.4 Customer may not use anyone else's Company ID, password, or account at any time without the express permission and consent of the holder of that Company ID, password, or account.
- 23.5 Company ID, password, and account are for individual use only and should not be shared; group-based and generic accounts are prohibited.
- 23.6 Company cannot and will not be liable for any loss or damage arising from Customer's failure to comply with these obligations.

24. Public information

24.1 Customer has the right to use the Company's name and logo in connection with usage of the Product; at the request of the Customer, the Company shall provide its logo and/or pictures of the Product only with a consent of the Company.

24.2 Company reserves a right to use the Customer's name and logo as a reference on the Company's Website and in its promotional materials; the Customer has the right to withdraw the Company's permission to use its name and logo by a written notice to the Company via e-mail to the address orders@vrgineers.com or by communicating with any sales representative of the Company.

25. Intellectual Property

Company shall retain all intellectual property arising out of and connected to Product or any part thereof, including but not limited to copyrights, inventions, technology, know-how, trademarks, trade secrets, and patents (“**Intellectual Property**”). With the Product purchase Customer shall not acquire any rights in the Intellectual Property except a limited use license. Customer covenants not to modify, reverse engineer, attempt to derive the composition of or the underlying information of the Product, or arising out of the use of the Product, or to send the Product out to a third party.

26. Termination

26.1 Company shall have the right to terminate the contract concluded between the Company and the Customer by a written notice to the Customer with an immediate effect if Customer fails to pay the price for the Product in due time and in an additional 10-day period.

26.2 In case of agreed down payment of the price for the Product, the Customer shall not be entitled to a refund of such down payment if the Customer fails to pay the full purchase price for the Product before the due date plus an additional ten (10) day grace period.