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## License agreement Argus

### DEFINITIONS

1. Uil VR Solutions BV (hereafter named as "VR Expert"), Demkaweg 11, 3555 HW Utrecht, The Netherlands, registered at the chamber of commerce under number 69601283, is the sole owner of the product Argus.

1. The "Argus" product provides access for computers to our web application and an app for the devices and related documentation

2. "Install" means placing Argus executable on a computer or placing the app on an AR device.

3. "Use" means to access, install, download copy and other benefits of using the functionality of the licensed programs.

4. "User" means an entity that downloads and uses Argus.

### Art. 1. Applicability of the Argus Terms and Condition

1.1. These Argus Terms and Conditions apply to all offers and contracts pursuant to which Argus delivers goods and/or provides services of any nature whatsoever and under whatever name to the customer.

1.2. Departures from and additions to these Terms and Conditions shall only be valid if they are agreed between the parties in writing.

1.3. The applicability of the customer's purchasing terms and conditions and/or other terms and conditions is specifically excluded.

1.4. If any provision of these Terms and Conditions is null and void or is voided, the other provisions of these Terms and Conditions shall remain fully in effect. VR Expert and the customer shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.

### Art. 2. Argus LICENSE

2.1. VR Expert as sole owner of Argus, hereby grants to User a non - perpetual, non-exclusive, non-transferable license to use Argus, subject to the terms and conditions hereinafter set forth. This License is effective when executed by both parties and the license granted to Argus remains in force until User stops using Argus or until VR Expert terminates this License because of User's failure to comply with any of its terms and conditions.- or stops when license period has expired

2.2. VR Expert retains title to and ownership of Argus and all enhancements, modifications and updates of Argus.

### Art. 3. ORDER DETAILS

3.1. Details of order and payment are specified in the order confirmation to which the user has agreed by orders. After payment, the Argus license will be active within 3 working days.

3.2. The number of connected AR devices to the Argus server is limited by the number of AR devices in the confirmation order.

3.3. All prices are exclusive of turnover tax (VAT) or sales tax and other levies imposed by the government. All prices stated by VROwl are in euros (EUR) and the customer must make all payments in euros.

#### Art. 4. Software as a Service

4.1. VR Expert shall only provide SaaS on the instructions of the customer. The customer may not allow third parties to make use of the services provided by Argus in the field of SaaS.

4.2. VR Expert may continue to provide SaaS using a new or modified version of the software.

4.3. VR Expert may temporarily put all or part of the SaaS out of operation for preventive, corrective or adaptive maintenance or other forms of service. Argus shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours.

4.4. VR Expert is never obliged to provide a physical carrier to the customer that contains the software provided to and held by the customer in the context of the SaaS.

#### Art. 5. USER'S RIGHTS AND OBLIGATIONS

5.1. User may download the Argus app on an unlimited number of devices to gain access to the Argus server but the number of actually connected devices to the server depends on the subscription.

5.2. Argus and Documentation are protected by Dutch copyright laws and international treaties. User must treat Argus and Documentation like any other copyrighted material – for example a book.

User may not:

- A. Copy the Documentation
- B. Copy Argus except to make archival or backup copies
- C. Modify or adapt Argus or merge it into another program
- D. Reverse engineer, disassemble, decompile or make any attempt to discover the source code of Argus
- E. Place Argus onto a public server

5.3. Argus contains trade secrets and proprietary know-how that belong to us and it is being made available to User in strict confidence.

5.4. Any use or disclosure of Argus, 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 Expert.

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## Art. 6. REPRESENTATIONS AND LIMITED WARRANTY

6.1. VR Expert hereby represents and warrants to User that:

A. VR Expert 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 Argus 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 Expert 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 Expert knows or had reason to know of User particular needs. No employee, agent, or distributor of VR Expert is authorized to modify this warranty, nor to make any additional warranties.

## Art. 7. LIMITED REMEDY AND LIABILITY

7.1. VR Expert entire liability shall be the accessibility to the Argus server with an Argus app on a AR device or computer/laptop.

7.2. The quantity and quality of possible connected devices depends on the ability of the networks on specific locations (Satellite, Wifi, 3F,4G). VR Expert shall not be liable for any networks.

7.3. In no event will VR Expert 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 Argus (even if VR Expert has been advised of the possibility of these damages, or for any claim by any other party).

7.4. VR Expert is never obliged to recover data that has been corrupted or lost.

## Art. 8. TERMINATION

8.1. VR Expert 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 Argus and remains effective until terminated. It will also automatically terminate if User fails to comply with any term or condition of this License Agreement.

## Art.9. Privacy and data processing

9.1. The customer indemnifies VR Expert against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the customer or for which the customer is otherwise

responsible by law, unless the customer proves that the facts on which a claim is based are attributable to VR Expert.

9.2. The customer is fully responsible for the data that it processes in the context of using a service of VR Expert. The customer guarantees vis-à-vis VR Expert that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies VR Expert against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.

Art. 10. DOCUMENTATION

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

Art. 11. MAINTENANCE

11.1 VR Expert shall strive to the best of its ability to fix errors within a reasonable term if these errors are reported in writing in a detailed manner to Argus.

Art. 15. Force majeure

15.1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure.

15.2. Either of the parties shall have the right to rescind the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

Art.16. APPLICABLE LAW

*18.1. All disputes between User and VR Expert 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 Amsterdam, The Netherlands.*

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.

Date of issue: .-april-2020

