

VIVERSE FOR BUSINESS ENTERPRISE AGREEMENT

This VIVERSE FOR BUSINESS ENTERPRISE AGREEMENT ("Agreement") contains the terms and conditions that govern Your access to and use of the Services described below, and is a legally binding contract between the entity or company you represent ("**You**" or "**Your**") and VIVERSE (Viverse Limited, having its principal place of business at 10 Earlsfort Terrace, Dublin 2, Dublin, D02 T380, Ireland of the other part, "**VIVERSE**"). You and VIVERSE may be individually referred to as a "Party" and collectively as the "Parties". This Agreement is effective as of the "Effective Date" (as defined below). You represent that You are lawfully able and have full legal authority to enter into this Agreement (are competent and of legal age and have full legal authority to bind the entity or company You represent).

1 DEFINITION AND INTERPRETATION

- 1.1 The Additional Terms and Order Form constitute a part of this Agreement, and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement, includes the Additional Terms and Order Form.
- 1.2 In this Agreement and unless the context otherwise requires:
 - (a) Where the words "include(s)", "including or "in particular" are used, they are deemed to have the words "without limitation" following them
 - (b) Where a term or acronym appears in capital letters and is not specifically defined in this Agreement it shall have its industry standard meaning as would be reasonably understood by an Etisalat or supplier of telecommunications or information technology services.
- 1.3 In addition to the terms elsewhere defined in this Agreement, the following terms as used in this Agreement shall have the following meanings:
 - (a) "**Additional Terms**" means any additional terms applicable to the Services, including but not limited to Data Processing Agreement, VIVERSE FOR BUSINESS Terms of Use, and End User License Agreement.
 - (b) "**Administrators**" means those employees, representatives or agents that You have designated to oversee, control and manage the Services.
 - (c) "**Admin Console**" means the online console(s) or dashboard provided by VIVERSE to You for administering the Services.
 - (d) "**Affiliates**" means, means with respect to any Party, any other entity

controlling, controlled by or under common control with such Party. The terms “control”, “controlling” and “controlled”, as used in this definition, shall mean the legal, beneficial or equitable ownership, direct or indirect, of fifty-percent (50%) or more of the aggregate of the voting equity interests in such entity. An Affiliate is considered as a Party and is not considered as a third party.

- (e) **“Applicable Law(s)”** mean means all national, state, local, municipal legislation, regulations, statutes, by-laws, consents required by law, and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities contemplated under this Agreement.
- (f) **“Applicable Data Protection Laws and Regulations”** means any applicable Personal Data protection legislation and further interpretations provided by Supervisory Authorities, such as the General Data Protection Regulation (“GDPR”) EU 2016/679.
- (g) **“Authorized Users”** means Your legal entity and Your employees, and independent contractors that access and use the Services, provided such independent contractors agree to be bound by terms and conditions no less restrictive than those contained in this Agreement and solely to the extent that they are acting on Your behalf. Authorized Users include Administrators.
- (h) **“Confidential Information”** means all non-public information that a Party or its Affiliates (“Disclosing Party”) designates as confidential to the receiving party or its Affiliates (“Receiving Party”) or that by its nature or the circumstances surrounding its disclosure ought to be treated as confidential by the Receiving Party. Confidential Information includes all non-public information, in any form or media:
 - (i) that is related to Disclosing Party’s business and its current, future and proposed technology, products and services, including ideas, concepts, trade secrets, specifications, layouts, designs, appearances, know-how, product roadmaps, market strategies, samples of products, research, development, financial information, customer lists, business forecasts, sales information, marketing plans and business plans and information about customer(s) or vendors;
 - (ii) that Disclosing Party notifies Receiving Party was received under a

confidentiality obligation; and

(iii) knowledge from, materials, data, systems and other information concerning the operation, business, projections, financial affairs, products, services, customers and intellectual property rights of the other Party that may not be accessible or known to the general public.

- (i) **"Customer Data"** means data provided to VIVERSE by You or Authorized User through the Services under this Agreement, and data that You or Authorized Users derive from their use of the Services.
- (j) **"Customer Materials"** means all materials(including but not limited to any logo, trademark, text, information, or material, such as audio files, video files, electronic documents, or images) that You or Authorized User provide, post, upload, input, import into, submit or create with the Services in connection with or through use of the Services.
- (k) **"Customer Personal Data"** means the personal data contained within the Customer Data, including any information relating to an identified or identifiable individual, including: (i) information that identifies an individual, (ii) information from which identification or contact information of an individual can be derived, (iii) information capable of being associated with individually identifying information or could reasonably be linked, directly or indirectly, with a particular individual (such as device identifier, location data, an online identifier), or (iv) information that can be used to authenticate an individual.
- (l) **"Documentation"** means any published manuals and associated documentation (including updates thereto, data processing agreement) that relate to the use of the Services.
- (m) **"Effective Date"** means the earlier of the date of the Order Form is executed or the first date of Your access or use of the Service or Free Trial in any manner, as applicable
- (n) **"Feedback"** means any oral or written comments or suggestions made by Company or its Affiliates regarding Services and Software.
- (o) **"including"** means including but not limited to
- (p) **"Intellectual Property Rights"** means current and future worldwide rights

under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

- (q) **“Service”** means the VIVERSE FOR BUSINESS products and services subscribed to by You under an Order Form and made available online by VIVERSE, including Software. Any such products or services offered by VIVERSE are referred to in these Terms of Services as the “Service(s)”.
- (r) **“Service Term”** means the Service Term and all renewal terms for the Service.
- (s) **“Software”** means associated VIVERSE mobile or PC client, as described in the Documentation for use of Service, including.
- (t) **“Order Form”** means the order form, purchase confirmation or other documentation setting forth Your purchase of Services, together with the applicable prices, quantities and Authorized Use Limitations.

2 USING THE VIVERSE SERVICES

2.1 **System Requirements.** For proper functioning of the VIVERSE Services, You will need additional services and equipment (e.g. devices, computers, internet access, and compatible software) that meets system and compatibility requirements. These system and compatibility requirements may change from time to time, and those changes may affect Your ability to access and use the VIVERSE Services (as well as their respective performance). Meeting these system requirements and the associated costs are Your responsibility.

2.2 Accounts.

- (a) VIVERSE FOR BUSINESS Account. Before You can access and use the Services, one of Your Administrators must establish an account with VIVERSE. After creation, such Administrator account will be linked to Your organization and will be used by VIVERSE as the primary means of contacting You (Your “VIVERSE FOR BUSINESS Account”). To establish the account, Your Administrator must provide VIVERSE with current, complete and accurate information, including, as may be required, information about Your entity (e.g. entity name, account ID, VAT number/Tax ID, address, contact information, etc.). Your VIVERSE FOR BUSINESS Account may be limited to the country or geographic region from which You access or use

Services (“Territory”). In the event You operate in more than one Territory, You may be required to establish additional VIVERSE FOR BUSINESS Account.

- (b) Authorized User Accounts. Likewise, before Your Authorized Users can access and use the Services, they must each establish an account with VIVERSE. To create their accounts, Your Authorized Users must provide VIVERSE with current, complete and accurate information. Authorized User accounts may be limited to the Territory, and in such event Your Authorized Users may be required to establish additional VIVERSE FOR BUSINESS Account. You are responsible for Your Authorized Users.
- (c) Admin Console. As part of receiving the Services, Your designated Administrator will have access to the Admin Console, through which Administrator may manage the use of the Services.
- (d) Trials. Subject to this Agreement and to the terms (if any) presented to You for beta and/or trial use, You may access and use specified VIVERSE Services on a trial basis (“Trial”). Your use of the Trial will be for the period stated when you accept the Trial, or if no time is stated, for thirty (30) days from the date access is granted. TRIALS ARE PROVIDED BY VIVERSE “AS-IS” WITH NO SERVICE LEVEL AVAILABILITIES, WARRANTIES OR INDEMNIFICATIONS. ANY DATA YOU ENTER OR THAT IS COLLECTED DURING TRIAL USE WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL ENDS.
- (e) You are responsible for keeping your password secure. VIVERSE cannot and will not be liable for any loss or damage from Your failure to maintain the security of Your Account and password. VIVERSE may request additional security measures at any time and reserve the right to adjust these requirements at our discretion.

2.3 Services Use.

- (a) VIVERSE will provide the Services to You. Subject to this Agreement and timely payment of applicable Order Forms, during the Service Term, You and Authorized Users may: (a) use the Services, subject to VIVERSE FOR BUSINESS Terms of Use, (b) integrate the deliverables in any agreements between VIVERSE and You to VIVERSE For Business.
- (b) Unless the parties agree otherwise in writing, any increases in quantities of

Services purchased during any Service Term will have a prorated term ending on the last day of the pre-existing Services Term.

- (c) Unless otherwise specified on the Order Form, following the Initial Services Term or a Renewal Term, Customer's subscription to the Services will automatically renew for a Renewal Term at the then-current quantity or subscription tier, unless either Party gives the other written notice of termination (including any partial termination to reduce quantities) at least thirty days prior to the expiration of the then-current Services term.
- (d) VIVERSE applies quotas and/or limitations on Services to make sure it's used fairly by all customers and users and to protect the overall health of Services. Your usage may be reset monthly. You acknowledge and agree that VIVERSE will charge You additional fees for Your usage exceeding the quotas and/or limitations set forth in the Order Form or Service-Specific Terms based on the usage calculated by VIVERSE.

2.4 **Availability.** VIVERSE will strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and VIVERSE is not liable for any disruption or loss You may suffer as a result. In the event of an outage, You may not be able to retrieve Customer Materials or Data that You've stored.

2.5 **Software Use.** VIVERSE make Software available to You and Authorized Users for the use of the Service. The use of any Software is subject to the applicable provisions in the specific terms.

3 PROPRIETARY RIGHTS

3.1 **General.** Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, You retain all Intellectual Property Rights in Customer Data and Customer Materials, and VIVERSE retains and owns all Intellectual Property Rights in the Services. You may not remove or destroy any proprietary or intellectual property markings or notices placed upon or contained within the VIVERSE Services.

3.2 **VIVERSE Intellectual Property.** VIVERSE and its licensors own the title, copyright, and other intellectual property rights in the VIVERSE Services (and all rights embodied therein) and reserve all rights not expressly granted to You in

this Agreement. VIVERSE and HTC, the VIVERSE and HTC logos, and other VIVERSE and HTC product and service names referenced in the VIVERSE Services are the trademarks of VIVERSE. Any other company names, product names, service names and logos referenced in connection with the VIVERSE Services may be the trademarks of their respective owners.

- 3.3 **Customer Intellectual Property.** VIVERSE do not claim ownership of the Customer Materials You provide to VIVERSE; however, VIVERSE do require a license to those Customer Materials. You grant VIVERSE a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right, and license to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any Customer Materials or trademarks provided by you in connection with the Services. VIVERSE may use its rights under this license to operate, provide, and promote the Services and to perform its obligations and exercise its rights under the Terms of Service. You represent, warrant, and agree that you have all necessary rights in the Customer Materials to grant this license. You irrevocably waive any and all moral rights you may have in the Customer Materials in favour of VIVERSE and agree that this waiver may be invoked by anyone who obtains rights in the materials through VIVERSE, including anyone to whom VIVERSE may transfer or grant (including by way of license or sublicense) any rights in the Customer Materials. You agree that VIVERSE can, at any time, review and delete any or all of the Customer Materials submitted to the Services, although VIVERSE is not obligated to do so.
- 3.4 **Feedback.** You agree that any Feedback (if any) You give is voluntary. VIVERSE is free to use, disclose, reproduce, license or otherwise distribute the Feedback without any obligations or restrictions of any kind, including intellectual property rights.

4 LIMITATIONS ON USE

- 4.1 **VIVERSE Services.** You may not: (i) decompile, decipher, disassemble, reverse engineer, disable, tamper with or otherwise work around technical limitations of the VIVERSE Services, except as expressly permitted by applicable law notwithstanding this limitation; (ii) modify or make any derivative works of the VIVERSE Services, in whole or in part; (iii) remove any proprietary notices or labels on the VIVERSE Services, or any copy thereof; (iv) use the VIVERSE

Services to infringe the rights of VIVERSE, its affiliates, or any third-party; (v) sell, resell, rent, lease, lend, or sublicense the VIVERSE Services; or (vi) make use of the VIVERSE Services in any manner not permitted by this Agreement.

- 4.2 **Customer Materials.** You are solely responsible for support and maintenance of Customer Materials. You are solely responsible for Customer Materials and for any losses or damages that arise based on its use.

5 TAX AND COMPLIANCE

- 5.1 **Tax.** Fees ("Fees" means the applicable fees for each Service) do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). You are responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on VIVERSE's net income or property), unless You provide VIVERSE with a valid tax exemption certificate authorized by the appropriate taxing authority.

- 5.2 **VERIFYING COMPLIANCE.** Upon request by VIVERSE, You agree to provide records reasonably requested by VIVERSE to verify Your compliance with the Authorized Use Limitation for Services during the period You were licensed to use the Services and for a period of twelve (12) months after expiration of the Service Term. You agree to allow VIVERSE, or an independent auditing firm reasonably acceptable to You, to conduct an onsite and/or offsite audit within thirty (30) days of VIVERSE providing written notice solely for the purpose of verifying compliance with the terms and conditions of this Agreement. VIVERSE agrees that the audit will be confidential, and commercially reasonable in nature and time.

- 5.3 **Reseller and Other Partners.** In the event You purchased Services through an authorized VIVERSE reseller or other partner, this Agreement shall apply to Your use of the Services.

6 UPGRADES, UPDATES AND SUPPORTS:

- 6.1 **Updates:** VIVERSE may make commercially reasonable updates, upgrades or other changes to the Services from time to time. These modifications may include adding, removing, or altering features, functionalities, or content of the Services. If VIVERSE makes a material change to the Services, VIVERSE will

inform You, provided that You have a valid subscription to the Services.

6.2 **Support.** Support for VIVERSE will be provided in a timely and professional manner by qualified support personnel. Support shall consist of:

- (a) Access to the VIVERSE support website for online support and access to Documentation, frequently asked questions (FAQs) and other materials, as such are made available by VIVERSE from time to time; and
- (b) Access to VIVERSE's help desk and the ability to open and manage support incidents online.

6.3 The Services have a range of features and functionalities. Not all Services or features will be available to all Authorized Users at all times and VIVERSE are under no obligation to make any Services or features available in any jurisdiction. Except where prohibited in these Terms of Service or by applicable law, we reserve the right to modify the Services or any part thereof for any reason, without notice and at any time.

7 **YOUR OBLIGATIONS.** VIVERSE provides software technology services for Metaverse solutions. Apart from any special agreements between You and VIVERSE, VIVERSE does not involve any product transactions between You and Authorized User or brand management from the beginning. Therefore, You understand and agree that:

7.1 **General.** You are responsible for all activities conducted under Your and Authorize Users' logins to the Service. You shall use the Services in compliance with this Agreement, the applicable Order Forms, Documentation, and all applicable Laws and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users; (ii) send or store infringing or unlawful material in connection with the Service; (iii) send or store Malicious Code to the Services; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (v) modify, copy or create derivative works based on the Services, or any portion thereof; (vi) access the Services for the purpose of building a competitive product or service or copying its features or user interface; (vii) delete, alter, add to or fail to reproduce in and on the Service the name of VIVERSE and any copyright or other notices appearing in or on the Service or which may be required by VIVERSE at any time; (viii) not be in a manner that breaches, or causes the breach of, Export Control Laws;(iv) not reverse engineer, decompile,

translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law).

- 7.2 **Your Use of Services.** Any use of the Service in breach of this Agreement, Documentation or Order Forms by You or Authorized User that in VIVERSE's judgment threatens the security, integrity or availability of the Service may result in VIVERSE's immediate suspension of Your access to the Service; however, VIVERSE will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.
- 7.3 **Operational Data.** Any operational data and analysis information produced or provided by Services are for Your operational reference only and do not constitute any guarantee of profitability or effective operation. You shall be responsible for Your own commercial risks and operational responsibilities.
- 7.4 **Compliance.** You shall (a) ensure that You and Authorized Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify VIVERSE of any unauthorized use of, or access to, the Services, Account, or Your password of which You becomes aware. VIVERSE reserves the right to investigate any potential violation of the Documents by You or Authorized Users, which may include reviewing Customer Materials or Customer Data.
- 7.5 **Copyright.** VIVERSE responds to notices of alleged copyright infringement and terminates the Accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act or other Applicable Laws.

8 PERSONAL DATA AND SECURITY

8.1 Data Processing Agreement.

- (a) Data Processing Agreement is applicable to all Personal Data that is Processed by VIVERSE under this Agreement. VIVERSE may change the Data Processing Agreement ([currently available at link](#)) from time to time where such change is required to comply with applicable law, is expressly permitted by the Data Processing Agreement, or:

- (i) is commercially reasonable;
 - (ii) does not result in a material reduction of the security of the Services;
 - (iii) does not expand the scope of or remove any restrictions on VIVERSE's processing of Customer Personal Data as described in the purposes of processing Customer Personal Data and scope of processing section of the Data Processing Agreement; and
 - (iv) does not otherwise have a material adverse impact on Your rights under the Data Processing Agreement.
- (b) If VIVERSE makes a material change to the Data Processing Agreement, VIVERSE will post the change at the webpage containing the Data Processing Agreement.
- (c) Protection of Customer Data. VIVERSE will only access, use, and otherwise process Customer Data in accordance with the Data Processing Agreement and will not access, use, or process Customer Data for any other purpose. VIVERSE has implemented and will maintain technical, organizational, and physical safeguards to protect Customer Data, as further described in the Data Processing Agreement.

8.2 Security.

- (a) VIVERSE's security systems implement reasonable physical, organizational and technical safeguards designed order to protect the security, integrity and confidentiality of Customer Data.
- (b) In the event that VIVERSE determines that a Security Incident will (or is likely to) cause harm to You or an Authorized User, VIVERSE will endeavor to: (1) promptly (but in no event later than may be required by law) provide You notice at the contact email address you assigned; (2) investigate the Security Incident and take reasonable steps to mitigate the impact resulting from the incident; and (3) provide You with the information about VIVERSE's investigation of the Security Incident. Notwithstanding the foregoing, You acknowledge that VIVERSE may prevented by applicable laws from providing You notices and updates about Security Incidents.
- (c) VIVERSE is not responsible for unauthorized access, alteration, theft or destruction of Customer Data and Personal Data arising from Your or Authorized Users' actions or omissions in violation of the provisions of this Agreement.

- (d) At Your request, VIVERSE will cooperate with You in dealing with requests from Authorized Users or regulatory authorities regarding VIVERSE's processing of Personal Data, or regarding any Security Incident relating to Personal Data. If VIVERSE receives a data subject request from an Authorized User, VIVERSE will notify You as soon as reasonably practical.

9 CONFIDENTIAL INFORMATION

- 9.1 **Protecting Your VIVERSE For Business Account.** You are responsible for maintaining the confidentiality of account credentials issued to You by VIVERSE (or which You create Yourself). You are responsible for all activities that occur under Your VIVERSE For Business Account. You will promptly notify VIVERSE about any possible misuse of Your VIVERSE For Business Account or other security incident related to the VIVERSE Services at the following e-mail address: security@htc.com, and will mention 'VIVERSE For Business Account' in the subject line. You shall use all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to securely administer access and use of Your VIVERSE For Business Account and protect against unauthorized access to or use of Your VIVERSE For Business Account or the VIVERSE Services.
- 9.2 **NDA.** It is contemplated that each Party may disclose certain information to the other in the course of performing this Agreement. With regards to such information, each Party agrees to comply with and be bound by the terms and conditions of the non-disclosure agreement ("NDA") between the Parties (if any), during the Service Term of this Agreement or the term specified in the NDA, whichever is longer. The terms and conditions of the NDA (if any) are incorporated herein by reference. If no such NDA exists, the Parties agree to comply with Sections 9.3-9.4 below.
- 9.3 **Protecting Confidential Information.** Each Party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received in any form or medium from the other party (the "Disclosing Party"), in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third-party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose Confidential Information to its affiliates, employees, consultants, subcontractors, and advisors on a "need to know" basis, if such third parties agree to maintain the confidentiality of such Confidential

Information under terms no less restrictive than those contained herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing under this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder.

- 9.4 **Exceptions.** The Receiving Party's obligations under this Section 9 shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third-party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Disclosing Party's Confidential Information; or (v) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure.

10 WARRANTY AND DISCLAIMERS

- 10.1 **Customer Materials.** You represent and warrant that You have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to Customer Materials. You agree that You or Authorized Users will not submit Customer Materials that are copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including patent, privacy and publicity rights, unless You retain all necessary licenses to do so.
- 10.2 **Use of Services.** You warrant that You will comply with all laws and regulations applicable to Your and Authorized Users' use of the Services, as applicable.
- 10.3 **Warranty.** Each party represents and warrants that it has full power and authority to enter into the Agreement. VIVERSE warrants that during the applicable Term: (i) the Service shall perform materially in accordance with the applicable Documentation; (ii) VIVERSE will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service, and

(iii) the overall functionality of the Service will not be materially decreased as described in the applicable Documentation. IF IT IS ESTABLISHED THE WARRANTY HAS BEEN BREACHED, VIVERSE WILL, AT ITS OPTION: (I) USE REASONABLE EFFORTS TO CURE THE DEFECT; OR (II) REPLACE THE SERVICES WITH SERVICES THAT MATERIALLY CONFORM TO THE SPECIFICATIONS IN THE DOCUMENTATION. IN THE EVENT VIVERSE, CANNOT, AFTER COMMERCIALY REASONABLE EFFORTS, ACHIEVE THE REMEDIES IN (A) OR (B), VIVERSE MAY TERMINATE THE SERVICES AND PROVIDE A REFUND OF PRE-PAID, UNUSED FEES CALCULATED AGAINST THE REMAINDER OF THE SUBSCRIPTION TERM AS OF THE EFFECTIVE DATE OF SUCH TERMINATION. YOU MUST REPORT THE ALLEGED BREACH OF WARRANTY WITH REASONABLE SPECIFICITY IN WRITING WITHIN THIRTY (30) DAYS OF ITS OCCURRENCE TO BENEFIT FROM THIS WARRANTY AND THE REMEDIES STATED HEREIN.

10.4 **DISCLAIMERS.** THE WARRANTY PROVISIONS SET FORTH ABOVE ARE THE EXCLUSIVE REMEDY FOR VIVERSE'S SERVICES WARRANTY AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES UNDER APPLICABLE LAW OR AVAILABLE FROM VIVERSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VIVERSE'S SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE REMAINS WITH YOU. VIVERSE AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, VIVERSE, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT THE VIVERSE'S SERVICES: (I) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRD-PARTY HARDWARE, SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES; (II) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (III) OR ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (IV) OR THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED.

11 INDEMNIFICATION

11.1 **General.** To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless VIVERSE, its affiliates and their respective directors, officers, employees, subcontractors, and agents, from and against any

and all third-party claims, actions, suits or proceedings (each, a “Claim”), as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or relating to (i) Your or Authorized Users’ use of the Services in violation of this Agreement, (ii) any allegation that Your or Authorized Users’ use of the Services (including Customer Materials) infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (iii) Your breach of the representations, warranties or covenants set forth herein, and (iv) damage to tangible property, bodily injury or death sustained as a result of Your or Authorized Users’ use of the VIVERSE Services.

11.2 Indemnity Procedures. VIVERSE will provide You prompt notice of any Claim, and will provides reasonable assistance in its defense or settlement. You will not consent to the entry of a judgment or settle any Claim without VIVERSE’s prior written consent, if such entry of judgment or settlement arises from or is part of any of any criminal action, suit, or proceeding, or contains a stipulation to or admission or acknowledgment of any liability or wrongdoing on the part of VIVERSE, or requires any specific performance or non-pecuniary remedy by VIVERSE. You will use counsel reasonably satisfactory to VIVERSE to defend each Claim. If VIVERSE reasonably determines that a Claim might adversely affect VIVERSE, VIVERSE may take control of the defense at its expense (and without limiting Your indemnification obligations). Your obligations under this Section 11 are independent of Your other obligations under this Agreement. (including reasonable legal fees) arising out of or relating to (i) Your use of the VIVERSE Services in violation of this Agreement, (ii) any allegation that Your use of the VIVERSE Services (including Your Hosted Content) infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (iii) Your breach of the representations, warranties or covenants set forth herein, and (iv) damage to tangible property, bodily injury or death sustained as a result of Your use of the VIVERSE Services.

12 LIMITATIONS OF LIABILITY

12.1 LIMITATIONS. IN NO EVENT WILL VIVERSE OR ANY VIVERSE SUPPLIER OR LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, ANTICIPATED SAVINGS, LOSS OR

CORRUPTION OF DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE VIVERSE SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF VIVERSE AND ITS SUPPLIERS AND LICENSORS UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU PAID FOR VIVERSE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

12.2 **NO FAIL SAFE PERFORMANCE.** THE VIVERSE SERVICES WERE DESIGNED FOR SYSTEMS THAT DO NOT REQUIRE FAIL-SAFE PERFORMANCE. VIVERSE IS NOT LIABLE FOR USE OF THE VIVERSE SERVICES IN ANY DEVICE OR SYSTEM IN WHICH A MALFUNCTION WOULD RESULT IN FORESEEABLE RISK OF INJURY OR DEATH TO ANY PERSON.

12.3 **CLAIMS BARRED.** UNLESS THE FOLLOWING LIMITATION IS PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE).

13 Term and Termination

13.1 **Service Term.** The term of this Agreement will commence on the Effective Date and remain effective for the duration of the subscription period under the applicable Order Form.

13.2 **Termination for Breach.** A Party may terminate this Agreement for material breach by the other Party, provided that in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach within thirty (30) days of its occurrence, and (ii) the breach is not cured within thirty (30) days of receipt of such notice. In the event of an undisputed, uncured material breach by VIVERSE, You will be entitled to a refund of any pre-paid unused fees. The refund will be based on a pro-rata share of the remainder of the term of Your Paid Subscription, calculated as of the effective date of such termination. If this Agreement is terminated by VIVERSE due to Your breach, the due dates of all invoices to be issued will be accelerated so that such invoices become due and payable on the effective date of termination.

13.3 **Suspension and Termination by VIVERSE.** VIVERSE may suspend or terminate Your access to the VIVERSE Services(in part or in whole) immediately if VIVERSE

determines: (i) Your use of the VIVERSE Services poses a security risk or otherwise adversely impacts the VIVERSE Services; (ii) Your use of the VIVERSE Services is fraudulent or subjects VIVERSE to infringement liability; (iii) You are in breach of this Agreement; (iv) upon 30 days' advance notice if, for a period of 120 days You have not accessed the Admin Console or there is no network activity or (v) in order to comply with the law or a government request.

13.4 Effect of Suspension or Termination. If Your access and use of the VIVERSE Services is suspended or terminated, then: (i) any licenses granted pursuant to this Agreement will immediately terminate; and (ii) each Party will return all confidential information of the Party in its possession (or certify to the destruction thereof). At Your request, and for a period of up to sixty (60) days after the end of the applicable subscription term, VIVERSE will make available Your data then hosted in the VIVERSE Services(as applicable) for the purpose of retrieval by You. At the end of such sixty (60) day period, and except as may be required by law, VIVERSE will delete or otherwise render inaccessible any of Your data and that remains in the VIVERSE Services.

13.5 Termination Due to Applicable Law; Violation of Laws. VIVERSE may terminate this Agreement immediately on written notice if VIVERSE reasonably believes that (a) continued provision of any Service used by You or Authorized Users would violate applicable law(s) or (b) You or Authorized Users have violated or caused VIVERSE to violate any Anti-Bribery Laws or Export Control Laws.

13.6 Involuntary Termination. Either Party may terminate this Agreement immediately by giving a written notice to the other Party if the other Party: (a) ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business, (b) becomes or is declared insolvent or an insolvent event occurs, (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary), (d) makes an assignment for the benefit of creditors, or (e) an event occurs or a declaration is made in respect of the other Party which is the equivalent in an applicable jurisdiction of (a), (b), (c) or (d).

13.7 Survival. The terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof will so survive, including the following sections: Section 1 (Definitions), Section 3 (Proprietary Right), Section 4 (Limitation on Use), Section 5 (Tax and Compliance), Section 7 (Your Obligations), Section 8 (Personal Data and Security), Section 9 (Confidential Information), Section 10 (Warranty and Disclaimer), Section 11

(Indemnification), Section 12 (Limitation of Liability), Section 13 (Term and Termination), Section 14 (Publicity), Section 15 (Miscellaneous).

- 14 **Publicity.** You agree to be identified as an enterprise customer of VIVERSE and VIVERSE may refer to You by name, trade name and trademark, if applicable, and You hereby grant VIVERSE the right to describe Your business and create a customer case study in VIVERSE's marketing materials and website. Any use by VIVERSE of Your name, trade name, or trademark shall comply with Your reasonable written instructions for the use of its name, trade name, or trademark, and any goodwill arising from VIVERSE's use thereof shall inure to the benefit of, and be owned exclusively by, You and Your successors and assigns.

15 MISCELLANEOUS

- 15.1 **Amendment.** VIVERSE may amend the terms of this Agreement from time to time. You agree that VIVERSE may notify You of any such updates via email, via posting the updates on the Services, or via another method VIVERSE reasonably selects. You agree to be bound by those updates if you access or use the Services after those updates become effective. Your continued access to or use of the Services following the effective date of the revised terms means that You accept and agree to the revised terms. If You do not agree with the modifications, You must terminate Your use of the VIVERSE Services and delete Your VIVERSE For Business Account, which will be Your sole and exclusive remedy.

- 15.2 **Contact Information.** Please direct all notices and correspondence to:

Viverse Limited
Attn: Legal Department
10 Earlsfort Terrace, Dublin 2,
Dublin, D02 T380,
Ireland

with a copy to:

Viveport Digital Corporation
Attn: Legal Department
No. 88, Section 3, Zhongxing Road
Xindian Dist., New Taipei City 231
Taiwan

- 15.3 **Additional Products and Services.** The Services may provide You with access to additional products and services provided by VIVERSE and/or third parties. If

You choose to use those products and services, separate terms of use, terms of sale, and/or end user license agreements may apply.

- 15.4 **Assignment.** Neither Party may assign any part of this Agreement without the written consent of the other, except to an Affiliate of VIVERSE where (a) the assignee has agreed in writing to be bound by the terms of this Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
- 15.5 **Force Majeure.** VIVERSE is not liable for any delay for failure to perform any obligation under this Agreement where the delay or failure results from force majeure event that is beyond VIVERSE's control.
- 15.6 **Subcontracting.** VIVERSE may subcontract obligations under the Agreement but will remain liable to You for any subcontracted obligations.
- 15.7 **Export Laws.** As applicable, each Party will comply with all relevant export laws and regulations in connection with this Agreement.
- 15.8 **No Agency.** This Agreement does not create any agency, partnership, or joint venture between the Parties.
- 15.9 **No Waiver.** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 15.10 **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions of this Agreement will remain in full force and effect in such jurisdiction and will be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.
- 15.11 **Final Agreement.** This Agreement constitutes the entire, final, complete and exclusive agreement between You and VIVERSE and supersede all previous agreements or representations, written or oral, with respect to the subject matter of this Agreement. You and VIVERSE expressly agree that the terms of this Agreement shall control over any additional, different, or conflicting terms. Notwithstanding the foregoing, if there is any conflict between this Agreement and any other agreement between You and VIVERSE which pertains to the same subject matter and which was duly signed by authorized signatories of both Parties, then such duly signed agreement shall control to the extent of any conflict.

15.12**Equitable Relief.** Nothing in this Agreement will limit either Party's ability to seek equitable relief.

15.13**Order Preference.** These documents shall have precedence in the order in which they appear below if there is any inconsistency, conflict or contradiction between the documents' contents: (i) the Order Form, (ii) Additional Terms, and (iii) the Agreement in the order that they appear.

15.14**Headers.** Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

15.15**Legal Compliance; Applicable Law.** Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. This Agreement will be governed by and construed under the laws of Ireland., without giving effect to its choice of law rules. Exclusive jurisdiction and venue for any claims related to or arising under this Agreement will be in a court located in Dublin, Ireland.