SOFTWARE LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS

IMPORTANT – PLEASE READ CAREFULLY THE TERMS OF VotanicXR SOFTWARE LICENSE AGREEMENT ("**AGREEMENT**"). SALES OR LICENSES MADE BY VOTANIC LIMITED AND ITS AFFLIATES (COLLECTIVELY, "**VOTANIC**") TO THE DEVELOPER USING THIS SOFTWARE ("**DEVELOPER**") ARE EXPRESSLY CONDITIONED ON DEVELOPER'S ACCEPTANCE OF THIS AGREEMENT CONTAINED HEREIN. THE GENERAL TERMS OF CONDITIONS, AS PRESENTED IN THIS AGREEMENT AND ANY SUPPLEMENTAL TERMS, SUPERSEDE ALL PREVIOUS NEGOTIATIONS, DISCUSSIONS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. BY INSTALLING THIS SOFTWARE, USING THIS SOFTWARE, OR CLICKING ON THE "ACCEPT" BUTTON (EITHER OF WHICH IS THE EFFECTIVE DATE OF THIS AGREEMENT), DEVELOPER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND COMMITS ITSELF TO RESPECT WITHOUT RESERVE THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT. This Software protected by the copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This Software is licensed, and its use is subject to the terms of this Agreement.

1. **RECITALS**

    (a) VOTANIC has developed an immersive virtual reality platform ("**VotanicXR**") enabling the creation of interactive virtual reality ("**VR**") applications using the set of software tools, APIs and related documentations ("**Documentation**"), which allows VR applications created using the VotanicXR Software to operate on VOTANIC's immersive virtual reality system (collectively "**VOTANIC VR System**" consisting of imseCAVE, vCAVE, imseDOME), and any other devices supported by VotanicXR ("**VotanicXR Compatible Systems**").

    (b) VOTANIC is making available the VotanicXR for developers who desire to create VR applications which operate on VotanicXR Compatible Systems.

    (c) Developer desires to obtain one or more copies or versions of the VotanicXR for creation of VR applications to use for non-commercial or commercial purposes and VOTANIC is willing to make available such version of the VotanicXR to Developer, subject to and in accordance to the terms and conditions as specified in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

2. **LICENSE**

    (a) **Grant of VotanicXR License**. Subject to the Developer's compliance to the terms and conditions of this Agreement, VOTANIC hereby grants Developer a personal, non-exclusive, non-sublicensable, non-transferable, revocable License for the use of the

Software and the Documentation for installation on Developer owned development workstations for use by Developer, for the sole purpose of developing and testing applications which in connection with VOTANIC VR System or operate on VotanicXR Compatible Systems. The License is limited to 1 (one) VotanicXR Software for 1 (one) computer.

(b) Documentation. VOTANIC may make available Documentation to Developer for use by Developer for the sole purpose of developing and testing applications which in connection with VOTANIC VR System or operate on VotanicXR Compatible Systems. Documentation is considered confidential information of VOTANIC, Developer may print or copy the Documentation as needed for its own purposes provided that all copyright notices are included therein.

(c) Tiered Functionality. Developer acknowledges and agrees that the VotanicXR Software imposes a tiered limitation to its functionalities, such that access to certain functionalities of the VotanicXR Software may be subjected to Developer's full payment of the License Fees in acquiring a License of an appropriate "**License Tier**" in accordance to the intended usage of the VotanicXR Software.

(d) Validation. Developer acknowledges that VOTANIC may, from time to time, perform validation to verify the Developer's right to use the VotanicXR Software and confirm Developer's eligibility in accessing functionalities in a certain License Tier. With the performance of the validation of the VotanicXR Software, VOTANIC may revoke the Developer's right to use the VotanicXR Software or limit the Developer's access to functionalities in certain License Tier if such validation fails. Developer shall be notified of such validation taking place or prompted for follow-up actions in the event that the validation fails.

(e) Limitations. Developer acknowledges that it has been duly informed that the VotanicXR Software, in its current form, is a software that works in conjunction with the Unity 3D development platform and does not function as a stand-alone software nor is expected to perform its functionalities working alongside any other software. Developer shall observe and acknowledge the system requirements of the VotanicXR Software and agree to check and evaluate, from time to time, the technical environment as required by the software to perform its functionalities in full, and in manners expected by the software.

(f) Restrictions. Other than the rights explicitly granted in this Agreement, Developer has no other rights, express or implied, in VotanicXR. Developer shall acknowledge and agree that VotanicXR and its components, including but not limited to the source code, its specific design, and structure of individual modules or libraries, constitute or contain trade secrets of VOTANIC and its licensors. Without limiting the generality of the foregoing, Developer agrees not to: (i) modify, adapt, decompile, disassemble, or reverse engineer or otherwise reduce the Software to human-perceivable form of source code; (ii) allow any third party to have access to the VotanicXR Software or its Documentation,

including but not limited to, sell, lease, sublicense, or distribute the Software, except for an outsourced service provider who agrees to be bound by this Agreement; (iii) copy or allow copies of the VotanicXR Software available over the Internet or similar networking technology; (iv) remove, alter or obscure any proprietary notice or identification, including but not limited to copyright, trademark, patent or other notices, contained in or displayed on or via the VotanicXR Software; (v) use, evaluate or view the VotanicXR Software or its Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, which performs functions similar to the functions performed by the VotanicXR Software; (vi) use the VotanicXR Software to violate any applicable laws, rules, or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement; and/or (vii) represent that it possesses any proprietary interest in the VotanicXR Software. Developer will not use the VotanicXR Software to perform comparisons or other "benchmarking" activities against products that are competitive with VotanicXR or VOTANIC VR System.

(g) Third Party Software. Developer acknowledges and agrees that any third party software ("**Third Party Software**") that provided with the VotanicXR Software is provided under the terms of the license attached/linked thereto or, if no such license is attached, such Third Party Software is provided for free and on "AS IS" basis. VOTANIC is not liable for any losses or damages which may occur resulting from the use of any Third Party Software. VOTANIC does not possess any proprietary interest in such Third Party Software.

(h) Open Source Licenses. The VotanicXR Software contains certain open source software and materials (as shall be listed in the Documentation of the VotanicXR Software) ("**Open Source Software**") and is licensed pursuant to the respective open source licenses ("**Open Source Licenses**"). The Developer acknowledges that by agreeing and executing this Agreement, Developer shall read the respective Open Source Licenses and shall strictly comply with the terms and conditions of the Open Source Licenses, which may be subjected to amendment from time to time. Without derogating from the generality of the foregoing, it is clarified that any Open Source Software is provided on an "AS IS" basis, without indemnity or warranty of any kind, whether express or implied.

3. CONDITIONS

(a) Ownership. Developer acknowledges and agrees that, VOTANIC owns solely and exclusively all rights, titles, and interests in and to the VotanicXR Software (excluding any Open Source Software and Third Party Software therein which are owned by their respective licensors), its Documentation, including all worldwide patent rights, copyrights, trade secrets, and any other intellectual property rights therein. Developer will reproduce all of VOTANIC's and its licensor's copyright notices and any other proprietary rights notices on all copies of VotanicXR and all its derivative works that Developer makes thereunder.

(b) Feedback. Developer acknowledges that VOTANIC desires to obtain comments, suggestions and feedback with respect to the operation, performance and reliability of VotanicXR, including suggestions for improvement (collectively, "**Feedback**"). Developer agrees to provide VOTANIC with Feedback regarding VotanicXR, and any other information reasonably requested by VOTANIC. Developer agrees that such Feedback will be the sole and exclusive property of VOTANIC and Developer hereby irrevocably assigns to VOTANIC and agrees to assign to VOTANIC all rights, titles, and interests in and to all Feedback, including all intellectual property rights therein.

4. CONFIDENTIAL INFORMATION

(a) Definition. "**Confidential Information**" means: (i) VotanicXR and all technical information relating thereto; and (ii) any business or technical information of VOTANIC, including, but not limited to, any information relating to VOTANIC's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how.

(b) Restrictions. Developer acknowledges and agrees not to use or disclose any Confidential Information, except as necessary for the exercise of its rights under this Agreement. Developer will use all reasonable efforts to protect Confidential Information from unauthorized use or disclosure, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar importance.

(c) Exclusions. The obligations in Section 4.(b). will not apply to the extent any information: (i) is or becomes generally known to the public through no fault or breach of this Agreement by Developer; (ii) is rightfully known by Developer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by Developer without access to or use of any Confidential Information; or (iv) is rightfully obtained by Developer from a third party without restriction on use or disclosure.

(d) Publicity. Developer may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions or the relationship of the parties without VOTANIC's express prior written approval, which approval VOTANIC may grant or withhold at its sole discretion.

5. WARRANTY DISCLAIMER

THE VOTANICXR IS PROVIDED "AS IS", AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR INTENDED OR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, THAT THE VOTANICXR WILL MEET DEVELOPER'S REQUIREMENTS OR EXPECTATIONS OR WILL ACHIEVE ANY SPECIFIC RESULTS AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

6. INDEMNITY

Developer will indemnify, hold harmless, and defend VOTANIC from and against any and all claims, liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorneys fees) arising out of or resulting from the use, marketing, licensing, distribution or sale of any Developer Application including any claims alleging that a Developer Application infringes or misappropriates a third party's intellectual property rights of a third party. VOTANIC will (i) promptly notify Developer of the claim; (ii) provide Developer with all reasonable information and assistance, at Developer's expense, to defend or settle such a claim; and (iii) grant Developer authority and control of the defense and settlement of the claim.

7. LIMITATION OF LIABILITY

(a) **Exclusion of Damages**. UNDER NO CIRCUMSTANCES SHALL VOTANIC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE, USE, PROFITS, DATA OR GOODWILL, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, OPERATION OR PERFORMANCE OF VOTANICXR, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT VOTANIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) **Total Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VOTANIC SHALL NOT BE LIABLE FOR CLAIMS, LIABILITIES, COSTS. EXPENSES, LOSS OF PROFITS, OR FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF DEVELOPER (INCLUDING WITHOUT LIMITATION ANY LEGAL CLAIMS AND EXPENSES) ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RELATION TO USE OF VOTANICXR ON ANY DEVICES SUPPORTED BY VOTANICXR BY DEVELOPER OR ANY DEVELOPER APPLICATION CREATED USING VOTANICXR BY DEVELOPER.

8. TERM AND TERMINATION

(a) **Termination**. Each party has the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to provide a remedy within thirty (30) days after written notice thereof. Upon expiry of the thirty (30) days notification period, the License shall be terminated without prejudice to any compensation that may be claimed to that party.

(b) **Effect of Termination**. Upon any termination of this Agreement: (i) the rights and licenses granted to Developer under this Agreement will automatically terminate; and (b)

Developer will return to VOTANIC or destroy all copies of VotanicXR and any other Confidential Information in Developer's possession or control at VOTANIC's request.

(c) **Survival**. The applicable provisions of Sections 2, 3, 4, 5, 6, 7, 8, and 9 will survive any termination or expiration of this Agreement.

9. **GENERAL**

(a) **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Parties shall submit to the exclusive jurisdiction of the courts of Hong Kong.

(b) **Force Majeure**. Each party shall be free from its obligations under the Agreement from causes beyond the reasonable control of the party, including, but not limited to: failures or default of third party software, vendors, or products; communications, network/internet connection, or utility interruption or failure; government-imposed restrictions or legal restrictions. In the event of force majeure, the affected party shall provide written notice to the other party and engage its best effort to settle or limit the consequences of the event, with a view to resume the execution of its contractual obligations as soon as possible.

(c) **Severability**. In the event that any provision of this Agreement is held to be or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(d) **Waiver**. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

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SPECIAL TERMS AND CONDITIONS
OF EVALUATION LICENSE

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This special terms and conditions supplement the general terms and conditions in the Agreement. Developer acknowledge that by electing to use the Evaluation License of the VotanicXR, Developer accepts without reservation the terms and conditions presented below.

1. **LICENSE**

    (a) **Grant of License**. By acquiring an Evaluation License of VotanicXR, VOTANIC hereby grants the Developer the right to use the current version of the VotanicXR, to the exclusion of any other version. Developer acknowledges and agrees that the use of the VotanicXR is strictly limited to evaluation purposes, for a trial period as shown to the Developer at the time of acquiring this Evaluation License, on the Developer owned development workstations for use by Developer.

    (b) **Restrictions**. Other than the restrictions specified in the general terms and conditions, Developer using VotanicXR under the Evaluation License shall acknowledge and agree that the use of the Software is strictly to personal and evaluation purposes, and under no circumstances shall the VotanicXR Software, the Documentation, and any portions of the VotanicXR Software be used for direct or indirect financial, commercial or strategic gain or advantage, including but not limited to: (i) bundling or integrating the VotanicXR Software with any hardware product or on another software product for transfer, sale or license to a third party (even if distributing the other software product on separate media and not charging for the Software); (ii) providing customers with a link to the Software or a copy of it for use with another hardware or software; (iii) using the Software in connection with performance of services for which the Developer is compensated. Developer shall not cover up, alter, or remove any confidential information including but not limited to license, branding, and copyright information embedded in the VotanicXR Software or any software applications made with VotanicXR or portions of VotanicXR Software.

2. **WARRANTY AND MAINTENANCE**

    (a) **Warranty**. VotanicXR used under the Evaluation License is provided on an "AS IS" basis without warranty of any kind. Developer acknowledges and agrees that VOTANIC has no obligation to warrant the Software remains in good working condition in every development environment, nor is VOTANIC liable of bugs, anomalies and incident occurring to the VotanicXR Software which lead to a loss to the Developer. Developer shall observe the system and technical requirement of the VotanicXR Software to ensure the Software is suitable to perform its functionalities under Developer's development environment.

(b) Maintenance Support. Developer shall acknowledge and agree that no technical support service will be provided to Developer using the VotanicXR Software under Evaluation License. Developer can, however, submit bug reports and feature requests via utilities provided by the VotanicXR Software. Developer shall acknowledge that it is up to VOTANIC's sole discretion to honor the bug reports and feature requests at any time (if necessary) deemed appropriate by VOTANIC.

3. TERMINATION

Developer acknowledges and agrees that VOTANIC may terminate the usage right of the Software without notice in the event of a breach of any contractual obligation by the Developer.

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SPECIAL TERMS AND CONDITIONS
OF ACADEMIC LICENSE

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This special terms and conditions supplement the general terms and conditions in the Agreement. Developer acknowledge that by electing to use the Academic License of the VotanicXR, Developer accepts without reservation the terms and conditions presented below.

1. ELIGIBLE ENTITY

Developer shall acknowledge and confirm that Developer is an eligible entity of the VotanicXR Academic License and shall use the VotanicXR Software, its Documentations, or any portions of the Software solely for non-profit making educational purposes as considered eligible by VOTANIC. Developer shall submit to VOTANIC its proof of academic affiliation in the process of acquiring the Academic License, and shall acknowledge that the granting of the Developer's Academic License is solely at VOTANIC's own discretion. If the Developer obtains the Academic License through Developer's affiliated academic institution ("**Affiliated Institution**"), Developer acknowledges and agrees the Grant of License of the Academic License shall also subject to the terms and conditions agreed upon between VOTANIC and the Affiliated Institution.

2. LICENSE

(a) **Grant of License**. Upon approving the Developer as an Eligible Entity of the Academic License, VOTANIC hereby grants the Developer a personal, non-exclusive, and non-transferrable right to use the current version of VotanicXR Software, to the exclusion of any other version. Developer acknowledges and agrees that the use of VotanicXR Software, in which the Academic License is bounded to, is strictly limited to non-profit making educational purposes. Developer shall accept that the grant of the Academic License is limited to one license for each development workstation owned by the Developer.

(b) **Restrictions**. Other than the restrictions specified in the general terms and conditions, Developer using VotanicXR under the Academic License shall acknowledge and agree that the use of the Software is strictly to non-profit making educational purposes, and under no circumstances shall the VotanicXR Software, the Documentation, and any portions of the Software be used for direct or indirect financial, commercial or strategic gain or advantage, including but not limited to: (i) bundling or integrating the VotanicXR Software with any hardware product or on another software product for transfer, sale or license to a third party (even if distributing the other software product on separate media and not charging for the Software); (ii) providing customers with a link to the VotanicXR Software or a copy of it for use with another hardware or software; (iii) using the VotanicXR Software in connection with performance of services for which the Developer is compensated. Developer shall not cover up, alter, or remove any confidential information including but not limited to license, branding, and copyright information

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(c) **License Duration**. VOTANIC grants an Academic License for the version of VotanicXR that is provided to Developer at the time of acquiring the Academic License, provided that the Eligible Entity has fully paid for the retail price, or any discounted license price determined at the sole discretion of VOTANIC. The Academic License shall be valid for twelve (12) months from the date of acquiring the Academic License, or any other length of License Duration agreed upon between VOTANIC and the Developer. Developer shall strictly abide to the restrictions of the Academic License, and agree that the Academic License shall no longer prevail once the Developer loses its status as an Eligible Entity. If the Developer, being an Eligible Entity, paid no fee in acquiring the Academic License, VOTANIC reserves the right to terminate the Academic License without notice.

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(b) **Maintenance Support**. If the Developer, being an Eligible Entity, wishes VOTANIC to carry out technical support services, Developer may request a technical support service at a fee agreed by VOTANIC. The acceptance of such maintenance request is solely at VOTANIC's own discretion.

This special terms and conditions supplement the general terms and conditions in the Agreement. Developer acknowledge that by electing to use the Professional License of the VotanicXR, Developer accepts without reservation the terms and conditions presented below.

1. **LICENSE**

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   (b) **Restrictions**. Other than the restrictions specified in the general terms and conditions, Developer using VotanicXR under the Professional License shall be used under Developer's sole control and responsibility.

   (c) **License Duration**. VOTANIC grants Professional License for the version of VotanicXR that is provided to Developer at the time of acquiring the Professional License, subjected to that Developer has fully paid for the retail price, or any discounted license price determined at the sole discretion of VOTANIC. The Professional License shall be valid for twelve (12) months from the date of acquiring the Professional License, or any other length of License Duration agreed upon between VOTANIC and the Developer. If the Developer paid no fee in acquiring the Professional License, VOTANIC reserves the right to terminate the Professional License without notice.

2. **WARRANTY AND MAINTENANCE**

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