



End User License Agreement (EULA)

AliveSim Simulation Platform End User License Agreement

Please read this Agreement carefully. It is a legal document that explains your rights and obligations related to your use of the AlliveSim simulation platform, referred thereafter as “Platform” and related content. By downloading or using this software or any related content, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, please do not download or use this software or any related content.

1. License Grants

AlliveSim grants you a non-exclusive, non-transferable, non-sublicensable license to use, display and perform the AlliveSim Platform for any lawful purpose, subject that you comply with the following terms when using of the Platform.

This license does not grant you any title or ownership in the Platform technology.

(A) Allowed forms of Distribution

You may only distribute a product made using the Platform as follows:

a. Distributions to colleagues or project team members - You may distribute product made using the licensed Platform, for example data or video, to individuals who do not have a valid Platform license only if they are colleagues or project team members. Recipients of such a distribution must have signed or be included in a company non-disclosure agreement (NDA) with AlliveSim Oy and will only have a limited license to use or display the product and for no other purpose.

b. Distribution to other licensees - You may distribute the Platform incorporated in object code (such as an application in executable form) format only to another party only if that party has a valid license agreement with AlliveSim Oy.

(B) Other Restrictions on Licensed Technology

You may not engage in any activity with respect to the licensed Platform (1) for any gambling-related activities; (2) for operation of nuclear facilities, aircraft navigation, aircraft communication systems or air traffic control machines, or for military use in connection with live combat; (3) in violation of any applicable law or regulation; (4) that misappropriates any of

AlliveSim Oy other products or services; (5) in support of a claim by you or any third party that the Platform technology infringes a patent.

2. User License

The Platform is licensed to you for use by a single User. The User may store it on any of the User's computers, but it cannot be shared with others (including any other employees or agents) except as part of a permitted distribution as described above.

Under the AlliveSim license, the User may use the Platform for as long as you comply with this Agreement. If you are a legal entity, references to "**you**" in this agreement also apply to the User in all cases. You are responsible for the User's compliance with this Agreement.

3. New Versions and Content

During the term of this Agreement, you will be entitled to access future Versions of the Platform Code or Content that AlliveSim chooses to make available to you. AlliveSim does not have any obligation to make these available. Nor does AlliveSim have any obligation to continue to make available for access or download any or all.

However, any Versions of the Platform code or Content that AlliveSim has made available to you are considered part of the license and may be used under that license.

4. Paid Content

AlliveSim may make Content available to you for a fee. Your Platform License to paid Content is subject to your payment of the associated fee. When you pay the fee to obtain Content, you are purchasing from AlliveSim the right to have your Platform License include that Content.

5. Support

AlliveSim does not have any support obligations with respect to the Platform under this specific EULA Agreement.

6. Feedback and Contributions

If you provide AlliveSim with any feedback, AlliveSim is free to use the feedback however it chooses. If you make any contribution available to AlliveSim, you hereby assign to AlliveSim all right, title, and interest (including all copyright, patent, and other intellectual property rights) in that contribution for all current and future methods and forms of exploitation in any country. However, you may continue to freely use any feedback that you provide to AlliveSim, and you may continue to use, in any manner consistent with the Platform license, any contribution that is a modification of Platform technology that you make available to AlliveSim.

You understand and agree that AlliveSim is not required to make any use of any feedback or

contribution that you provide. You agree that if AlliveSim makes use of your feedback or contribution, AlliveSim is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any feedback or contribution that you provide to AlliveSim to grant AlliveSim and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary or personal rights.

7. Non-Competition

The license granted for usage of the AlliveSim platform or Content as part of research projects excludes usages that contribute to direct competitors of AlliveSim. In case of doubt for projects that may present a competitive risk; you shall proactively contact AlliveSim before the project starts or during the project to confirm if usage of the AlliveSim Platform or Content is acceptable or present a competitive aspect.

These restrictions apply in addition to any confidentiality and non-disclosure terms that are applicable if you have also signed a Non-Disclosure Agreement (NDA) with AlliveSim.

7. Research and Commercial usage

Usage of the AlliveSim platform or content is allowed as part of research projects intended to produce public information or public intellectual property. However, any commercial usage of AlliveSim platform or content, to contribute either directly or indirectly for a project including commercial retribution, intellectual property or royalties of any kind is subject to prior written agreement by AlliveSim. This restriction includes the usage of AlliveSim platform or Content for a commercial project for example to test or validate a commercial software; to create data or content or to demonstrate a commercial solution.

8. Ownership

AlliveSim owns all title, ownership rights, and intellectual property rights in the Platform code and content. You also own all rights in any converted data resulting from your use of Platform code and content. All rights granted to you under this Agreement are granted by express license only and not by sale, and all of those rights are limited by the terms of this Agreement.

9. Proprietary Notices and Attribution

If you use AlliveSim Platform or content interface capture in images or video, with the aim to use them for public communication or distribution to audience outside your direct team or department, or provide such material to another party for a similar purpose, you shall ensure before any distribution or transmission is executed that the visual material include AlliveSim attribution, and seek written approval from AlliveSim for the distribution or transmission.

You agree to retain and reproduce in all copies of the Platform any existing proprietary notices, watermark or naming of AlliveSim.

10. Hardware and Usage Data

You acknowledge that, as a default setting, the Platform code will collect and send to AlliveSim anonymous hardware, network IP address and usage data. This functionality is used by AlliveSim to improve the Platform code and ensure proper license usage.

11. Disclaimers and Limitation of Liability

The Platform, content and all other materials and information provided by AlliveSim are provided on an *“as is”* and *“as available”* basis, *“with all faults”* and without warranty of any kind. AlliveSim disclaims all warranties, conditions, common law duties, including without limitation all statutory warranties and conditions of any kind. Without limiting the generality of the foregoing, AlliveSim makes no warranty that (1) any of the AlliveSim materials will operate properly, (2) that the AlliveSim materials will meet your requirements, (3) that the operation of the AlliveSim materials will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the AlliveSim materials can or will be corrected.

To the maximum extent permitted by applicable law AlliveSim shall be liable in any way for loss or damage, loss of profits or any damages of any kind resulting from the use or inability to use the AlliveSim materials.

12. Miscellaneous

This Agreement or any document or information referred to in this Agreement constitute the entire agreement between you and AlliveSim relating to the subject matter covered by this Agreement.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

Any act by AlliveSim to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the

maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.