MiddleVR 2.0 SOFTWARE PRO LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS

Preamble

The present General Terms and Conditions of License prevail on any general or particular condition, order form or other documents of the Customer (as defined in Article 1 below) which cannot, in any case, be opposed to the Licensor without its express agreement.

The present General Terms and Conditions of License define the conditions of provision and use of the Software (as defined in Article 1 below).
By using the Software, the Customer contracts with **MiddleVR** (as defined in Article 1 below) under the terms of the present General Terms and Conditions of License, which the Customer acknowledges having receive and read, and which the Customer commits itself to respect without reserve.

Article 1 – Definitions

In the context of the License, the parties agree upon the definition below; it being specified that the terms defined below refer alternatively to singular or plural meaning depending to the context. The titles of the articles shall not affect their interpretation.

Customer: means any entity who wants to use the Software and who, in that purpose, has contracted with **MiddleVR** this License agreement.

Licensor or **MiddleVR**: means **I'M IN VR**, trading name MiddleVR a French company with a share capital of 15,000 EUR, having its registered office located in Truchtersheim (Alsace) - 14a Rue de la Gare 67370, registered in the Companies and Trade Registry of Strasbourg under number 540 063 450.

Documentation: means all the documents provided to the Customer by the Licensor describing the conditions of installation, functioning and use of the Software.

Working Day: means every day of the week, except Saturdays, Sundays, bank holidays and non- working days defined by the French regulations in force.

License: means the present agreement, including any document (preamble, schedules, estimate, order form, etc.) attached thereto or included therein.

User Perimeter: means the Software licensing perimeter which is limited to 1 (one) Software for 1 (one) computer (single computer mode).
WARNING: Every license is LOCKED to the computer it's activated on.
Be sure to be on the right computer.
FEES will be applied for license transfer.

Software: means the software MIDDLEVR for Unity 2.0, subject to this License; software adding immersive virtual reality functionalities to the software of 3D applications development « UNITY » created by Unity Technologies. It is specified that the trademark and the software Unity are the exclusive property of Unity Technologies and are not affiliated to the trademark and the software MIDDLEVR which is the exclusive property of **MiddleVR**.

Article 2 – Software License

With this License, the Licensor grants to the Customer which accepts a personal non-exclusive and non-transferable License for the use of the Software and the Documentation. The Software shall be used under the sole control and responsibility of the Customer.

Article 3 – Availability and delivery

The delivery of the Software is carried out exclusively by downloading delivery from the Licensor web site (www.middlevr.com) by mean of a single-use personal code enabling the downloading, or by on-site installation through a USB key.
As a delivery, the Licensor provides the Customer with the constituent items of the Software and the Documentation.

Regardless of the Software, it is agreed that the transfer of risks to the Customer shall take place on the date of delivery of the Software. If a delivery is delayed for a reason beyond the control of the Licensor, it shall be considered that the delivery took place on the date agreed upon and the Customer will not be entitled to claim for a compensation of any kind for this delay.
In case of on-site installation, the Licensor will assist the Customer in the installation of the Software on the equipment of the User Perimeter.

The on-site installation includes the configuration and the putting in use of the Software so that the Customer can use it according to the specifications and the Documentation. The on-site installation is a separate service from the License agreement and will be invoiced separately for the travel and putting in use.

Article 4 – Access to the FAQ and website

For any question about the Software Package, the Customer benefits from an unlimited and free access to the FAQ 24 hours a day, 7 days a week via the https://support.middlevr.com website.

Article 5 – License price / fees – payment conditions – penalties

The License price and fees given by the Licensor are given for information purposes only and can be amended without notice. The customer must check the License price and fees before purchase. All prices are expressed in Euros without taxes, to which the taxes due on the date of payment will be added.

Except any contrary provision expressly written, the amount due are payable on order or on delivery, and in any case according to the conditions stipulated in the order form or the bill, or according to the payment schedule determined by the Licensor. Should the Customer be in default in the payment of any instalment on due date, the other instalments shall become due, even if they have given rise to bills of exchange. Any late payment shall give rise, if not made within eight (8) Working Days following summon, to late payment penalties equal to three times the legal interest rate, calculated per day of delay. In addition, any late payment shall also give rise to a 40€ penalty for collection fees, in accordance with Section D.441-5 of the French Commercial Code.
The Licensor may suspend the execution of any order or delivery in progress until the amount due is fully paid up.

Article 6 – Validation of the Software

The Software may be subject to a validation so that the Customer can check that it is in conformity with the functional specifications and the Documentation. The validation of the Software shall be pronounced according to the conditions defined in the order form and on the basis of the planned tests strategy. The pronouncement of the validation by the Customer will trigger the entry into force of the warranty defined in Article 14 hereafter.

If the Customer is unable to pronounce the validation in the conditions defined above, the Software will be given back to the Licensor and the License price paid by the Customer will be refunded as soon as possible.
During the validation, the Customer cannot use the Software for purpose not related to the tests. Any use of the Software in violation of the present Article shall have, by right, the value of a validation without reserve by the Customer.

Article 7 – Duration

The right to use the Software is granted by the Licensor to the Customer for the whole duration of the copyright law protection on the Software, except as otherwise provided on the order form or the invoice, and subject to the enforcement of Article "*Termination*".

Article 8 – Recommendations

The Customer has chosen the Software based on the Documentation and the specifications that the Customer acknowledges receiving from the Licensor. The Customer has been informed that the downloading of the Software implies, by right, that the Customer accepts the present General Terms and Conditions of License, without a signature being necessitated. The Customer acknowledges that it has been duly informed that the Software can solely be used with the software of 3D application development, UNITY, to the exclusion of any other software.

In addition, the Customer must check and evaluate very precisely that the Software is adequate to its needs and technical environment, taking into account in particular the specific characteristics of the equipment and systems required for the functioning of the Software. The Customer must ensure that it has all the skills necessary to install, put in service and use the Software. In any case, it is recommended that the Customer subscribes to the general terms and conditions of support of the Licensor as the present License agreement includes no support services.
The trial license is for evaluation purposes only and does not allow for commercial exploitation

Article 9 – Copyrights

The Licensor owns the copyrights of the Software commercialized under its name and the copyrights of the Documentation.
The authorization to use the Software, granted by the Licensor, does not give rise to any transfer of property to the benefit of the Customer. Consequently, the Customer shall avoid any behavior or act that may interfere, directly or indirectly, with the copyrights of the Licensor on the Software, which, in particular, is protected by the French intellectual property Code.

Some items of the Software integrate third parties' technologies which belong to other publishers. The rights granted on the Software are, consequently, subject to the respect of these rights and obligations by the Customer.
If the Customer does not respect these rights and obligations, the Licensor shall take any necessary step in order to end the violations observed.

Article 10 - Usage rights

The right to use the Software is granted, subject to full payment of the License price, for the whole duration of the License agreement.
The Customer must use the Software:

- in single-user mode, the license is fixed and is intended for a single computer
- in accordance with the provisions of the License agreement and in accordance with the usage security and good functioning prescriptions and recommendations stipulated in the Documentation provided to the Customer,
- for the sole purpose of its personal and internal needs. Any usage right that is not expressly granted under the present License agreement is unlawful pursuant to Article L.122-6 of the French intellectual property Code.

Thus, it is forbidden for the Customer:
- to reproduce, copy or duplicate by whatever means the Software and its Documentation; except, if not otherwise provided on the invoices or quotes, for a backup copy kept for security reasons and to be use solely in case of an anomaly of the copy initially installed on the computer,
- to make any correction itself or by third parties to the Software without the written and previous agreement of the Licensor,
- to use the Software for service bureau use, in particular to use the Software on two or more computers,
- to present, distribute or commercialize the Software, whether for free of charge or not,
- to provide, directly or indirectly, the Software to a third party, in particular by renting, selling or lending the Software,
- to adapt, modify, transform or rearrange the Software for whatever reason, in particular in order to create a similar software and/or a derivative software or an entirely new software,
- to transcript, directly or indirectly, the Software,
- to translate the Software in another language, as well as to modify it, even partially, in particular, in order to use it on an equipment which is not described in the invoices or quotes.

Article 11 – Sale – Transfer prohibition

It is forbidden for the Customer to sale or transfer to third parties, including any of its subsidiaries, even free of charge, all or part of the Software and/or its obligations under the present License agreement.

Article 12 – Interoperability

Pursuant to the provisions of Article L.122-6-1 of the French intellectual property Code, the Customer may request from the Licensor the information necessary to the interoperability of the Software with other software created independently.
The information necessary to the interoperability of the Software shall be given upon request of the Customer to the Licensor by registered mail with acknowledgement of receipt. This information will be communicated to the Customer within three (3) months from the receipt of the Customer's request.

It is expressly agreed that the information given to the Customer cannot:
- be used for purposes other than the interoperability of the Software created independently,
- nor be communicated to third parties except if it is necessitated for the interoperability of the Software created independently,
- nor be used for the development, the production or the commercialization of a software which is substantially similar to the Software or for any other act that may interfere with the copyrights of the Licensor.

The Customer will be sole responsible of the damaging consequences which may result from the interoperability of the Software.

Article 13 – Source programs

The Licensor is a member of the Agency for the Protection of Programs (APP – Agence de protection des programmes) with which it has filed the source programs of the Software and its various updates.

Article 14 – Warranty

The Licensor grants a contractual warranty to the Customer, for a three (3) months period from the validation of the Software, if the Software has anomalies, subject that these anomalies be reproducible and attributable to the Software and be notified to the Licensor within the duration of this warranty.

As a general rule, the warrantee of the Licensor is excluded:
- if the equipment or the improper design comes from the Customer,
- if the operating defect results from an intervention carried out on the Software without authorization,
- if the operating defect is due to the normal wear of the Software, to a bad use or a neglect of the Software by the Customer or to a lack of maintenance by the Customer,
- if the operating defect is due to force majeure.

In addition, the warranty on the Software is granted by the Licensor only:
- if the Software is used in normal conditions,
- if the Customer has respected the procedures defined in the Documentation.
In that respect, the Customer accepts expressly and irrevocably that, under the present License agreement, the legal provisions of warranty for hidden defects of the Software shall not apply.

Article 15 – Liability

The Licensor is subject to an obligation of means (due care) in the provision of the License. If the Licensor's liability is recognized in respect to the Software ordered pursuant to the present General Terms and Condition, including in terms of forgery, the maximum damages the Licensor can be sentenced to pay, in any case, shall be capped at the amount of the License price actually paid by the Customer.

Under no circumstances, the Licensor or its suppliers can be held liable for indirect losses, such as trading loss, loss of data or any other financial loss resulting from the utilization or the impossibility to use the Software, even if the Licensor was informed that such losses may potentially occur. Any loss sustained by a third party is an indirect loss and, therefore, will not give rise to an indemnification.

Similarly, the Licensor shall not be held liable if the Customer has modified the Software or has carried out operations against the recommendations of the Licensor or without fully complying with its recommendations.

Article 16 – Force majeure

Each party shall be free from its obligations under the License agreement in case of force majeure. A force majeure event is for instance:
1) technical and economical unfeasibility
2) procurement impossibility,
3) war or revolution,
4) strike,
5) total or partial destruction by fire, flood, explosion, earthquake or sabotage of the necessary facilities,
6) slump or impossibility to sale,
7) severe telecommunication problems, for whatever reason,
8) government-imposed restrictions or legal restrictions,
9) and such other calamities.

In case of force majeure, the party affected shall notify it in writing to the other party and do its best efforts to settle or limit the consequences of the event, with a view to resume the execution of its contractual obligations as soon as possible.
As a first step, the event of force majeure suspends the execution of the License agreement, if the event perpetuates beyond one (1) month delay, the parties already agree to terminate the License agreement, without indemnity.

Article 17 – Termination

Should a party be in default of any one of its obligations with respect to the present License agreement and to the bills or estimates, the other party shall send it a summon by registered mail with acknowledgment of receipt demanding that the default be remedied without delay.

If the party in default does not comply with such summon within thirty (30) days after receipt, the License shall be terminated without prejudice to any compensation that may be claimed to that party.

Not later than eight (8) Working Days after the termination of the present License agreement, the Customer must give back the Software and the Documentation to the Licensor, as well as every copy made whether in full or in part.

Article 18 – Applicable law – Jurisdiction

The present License agreement is governed by French law.
In case of litigation, and after an attempt to find an amicable solution, jurisdiction is expressly given to the Commercial Court of Paris, notwithstanding a plurality of defendants or a guaranteed appeal, even for urgent proceedings or protective urgent or on-demand proceedings.

Article 19 – Personal data

All data collected on the customer is processed by MiddleVR and is essential to the processing of his order.
This information and personal data are also stored for security purposes, in order to comply with legal and regulatory obligations.
They will be kept as long as necessary for the execution of the work ordered and any guarantees that may be applicable at the end of this work.

The data protection officer for MiddleVR is Sébastien KUNTZ: dpo@middlevr.com

Access to personal data will be strictly limited to the employees of the controller, who are authorized to process them by virtue of their duties.
The information collected may be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Client's authorization being necessary.
In accordance with Law No. 78-17 of 6 January 1978 on information technology, files and liberties, as amended by Law No. 2004-801 of 6 August 2004, and by European Regulation No. 2016/.679, the Customer has a right of access, rectification, deletion and portability of the data concerning him/her, as well as the right to object to the processing for legitimate reasons, rights that he/she can exercise by contacting the controller at the postal or email address mentioned above, attaching a proof of his/her valid identity.
In the event of a complaint, the customer may contact the French Commission Nationale de l'Informatique et des Libertes (CNIL).

Article 20 – Language of the License agreement

The present General Terms and Conditions of License are concluded in French Language. If for the convenience of one party, the text of the General Terms and Conditions is translated into a foreign language, in particular in English, this version will be for information purposes only, and only the French version will prevail.