

## TERMS AND CONDITIONS

**1. Purpose.** The purpose of these terms and conditions (hereafter: the "**Terms and Conditions**") is to set the terms and conditions of (i) the Solution of virtual reality contents creation accessible online and hosted by Uptale in *software as service* mode (hereafter: the "**Solution**"), (ii) the Uptale Website (hereafter: the "**Site**") and (iii) any other services available via the Solution or the Site (hereafter, together with the Solution and the Site: the "**Services**").

### **2. Description of the Services**

**2.1 Technical features.** To be able to use the Services, the Licensee must have Internet access. Internet access costs are borne by the Licensee. The Licensee must also have a technical environment that meets the standard requirements described on the Site. It is the responsibility of the Licensee to update its hardware and software environment to access and use the Services.

**2.2 Description of the Solution and of Services.** The Solution enables the creation of virtual reality content for training purposes (hereafter: the "**Training**") and to view and share this Training so that users (hereafter: the "**Users**") can immerse themselves and participate in the said Training, via the Site or via another platform. The Solution and Training are hosted by Uptale and accessible online.

**3. Equipment rental.** As part of the Services offering, Uptale may lease equipment, such as a virtual reality headset, to the Licensee. Uptale remains fully owner of the headset it leases to the Licensee. The equipment is placed in the custody of the Licensee, who will be responsible for any damage caused to or by it. A deposit may be required from the Licensee for such rental. In case of non-return of or damage to the equipment, Uptale reserves the right not to return the deposit.

**4. Warning.** The Licensee undertakes to ensure that Users of its Training observe the following precautions. The User must not participate in a Training while driving or walking, nor in any other situation during which participation in the Training would be likely to impair his alertness and prevent him from complying with safety rules, such as traffic regulations. When participating in a Training, the User must ensure that he has enough space to look around him and must not try to move around. During the immersion in a Training, the User must take regular breaks. In case of nausea, discomfort, visual fatigue or dizziness, the User must immediately stop viewing the Training. If the User participating in a Training has already been subject to a heart attack, epileptic seizures or other risk factors, the User must seek medical advice before participating in a Training.

**5. Registration on the Site.** This Agreement entails the opening of an account on the Site in the name of the Licensee, giving it access to a personal space (hereafter: the "**Personal Space**") which enables it to manage its use of the Services in a form and according to the technical means that Uptale deems most appropriate to provide said Services. The Licensee can access its Personal Space at any time after identifying itself using its login and password. The Licensee undertakes to use the Services personally and not to allow any third party to use them in its place or on its behalf, otherwise it will bear full responsibility. The Licensee is also responsible for maintaining the confidentiality of its login and password. It must immediately contact Uptale at the address mentioned in the Order Form if it notices that its Personal Space has been used without its knowledge. The Licensee acknowledges Uptale's right to take all appropriate measures in such cases.

**Subscription.** The Licensee has subscribed to the offer described in the Order Form. This offer allows the Licensee to create a number of "sub-accounts" set out in the Order Form so that other persons can, under the responsibility of the Licensee, create Training (the "**Authorized Creators**"). The Licensee is liable for the Authorized Creators's compliance with the Terms and Conditions.

### **6. Price of the subscription-based Services**

**6.1 Price.** The price of the Services is set out in the Order Form. Unless otherwise stated, it is expressed in euros and exclusive of tax. Taxes may apply depending on the Licensee's registered address.

**6.2 Price change.** The price of the Services may be subject to change by Uptale. This change will be applicable to the renewal of the subscription. The Licensee will be informed of these changes by Uptale by email under a prior notice of at least one (1) month before the renewal of its subscription. If the Licensee does not agree to the new prices, it must terminate its subscription before the automatic renewal of the latter, according to the terms provided for in Article 17. If the Licensee does not terminate its subscription before the new rates come into force, it will be deemed to have accepted the new rates.

**6.3 Invoicing.** The Services are subject to invoices which are communicated to the Licensee by any appropriate means.

**6.4 Terms of payment.** The terms of payment of the price of the Services are set forth in the Order Form. Payment is made either:

- (i) by direct debit from the Licensee's credit card number.  
The debit is implemented by the payment service provider indicated on the Site, which alone keeps the Licensee's bank details for this purpose. Uptale does not keep any bank details; or
- (ii) after an invoice has been sent on an annual basis. Invoices will be paid by the Licensee within 30 days of invoice date.

**6.5 Late payment and payment defaults.** In the event of late payment, Uptale may:

- apply late payment interest on amounts still due. The late payment interest will be calculated from the day following the payment due date until the date on which the Uptale's account is credited. The late payment interest's rate is set at 3 times the legal interest rate applicable in France, plus the recovery costs indemnity set at 40 euros by decree or its possibly updated amount, in accordance with the provisions of Article L. 441-6 of the French Commercial Code; and
- immediately suspend the provision of Services in progress until full payment of all amounts due by the Licensee.

**7. Licensee's obligations.** Without prejudice to the other obligations set forth herein, the Licensee undertakes to comply with the following obligations.

The Licensee undertakes, in its use of the Services, to observe the laws and regulations in force and not to infringe the rights of third parties or public order.

The Licensee acknowledges to have taken note of the features and constraints, particularly technical, of all the Services. The Licensee is solely responsible for its use of the Services.

The Licensee is informed and agrees that the implementation of the Services requires Internet connection and that the quality of the Services depends directly on this connection, for which the Licensee is solely responsible.

Subject to Article 13.2, the Licensee undertakes to make a strictly personal use of the Services. Accordingly, the Licensee shall not assign, grant or transfer all or part of its rights or obligations hereunder to any third party, in any manner whatsoever.

The Licensee undertakes to provide Uptale with all the information necessary for the proper performance of the Services. More generally, the Licensee undertakes to cooperate actively with Uptale for the purpose of the proper performance of these Terms and Conditions.

The Licensee is sole responsible for the audio files, texts, photos, images, graphics, comments and other content (the "**Content**") that it broadcasts in connection with the Services.

The Licensee guarantees Uptale that he has all the rights and authorizations necessary for the broadcasting of this Content.

The Licensee guarantees that such Content is lawful, does not violate public order, morality or third parties' rights, does not infringe any legislative or regulatory provision and, more generally, is in no way likely to involve Uptale's civil or criminal liability.

Thereby, the Licensee shall not, in particular and without this list being exhaustive:

- use the Services to advocate crimes against humanity, promote or encourage racial hatred, child pornography, violence, torture, xenophobia, revisionism, violation of human dignity, harassment, illegal gambling activities;
- publish or more widely make available Content that is defamatory, insulting or damaging to the image of a third party;
- publish or more widely make available infringing Content;
- publish or more widely make available Content that is false, deceptive or that offers or promotes unlawful, fraudulent or deceptive activities;
- use the Services to promote prohibited or regulated products (such as tobacco, alcohol, gambling, drugs, firearms);

- publish or more widely make available Content that is harmful to third-parties' or Uptale's computer systems or to telecommunications systems (such as viruses, worms and Trojan horses);
- damage, disturb or disrupt the Services, servers and / or networks connected to the Services;
- modify, adapt or hack the Site or modify another site to imply that it is linked to the Site;
- use the Services to enter a third-party's or Uptale's computer system or to engage in any activity that could damage, control, interfere with any third-party's or Uptale's computer system and violate its integrity and security;
- publish or more widely make available Content and statements detrimental to Uptale's image and reputation;
- to collect or store users' personal data unless such collection is carried out in accordance with the applicable law on personal data, in particular the French Act 78-17 of 6 January 1978 "Informatique et Libertés" and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 relating to the protection of personal data.

The Licensee undertakes to inform Uptale without delay of any complaint, claim or suit regarding the Content.

**8. Guarantee from the Licensee.** The Licensee guarantees Uptale against any complaints, claims, actions and/or demands that Uptale may suffer as a result of the Licensee's breach of any of its obligations or guarantees under the Terms and Conditions. The Licensee agrees to indemnify and hold Uptale harmless from any liability for all damage, losses, claims, costs, expenses, taxes or levies (including any expert or legal fees) that Uptale suffers in the performance of its obligations under the Terms and Conditions, in any action by any third party against Uptale under the Terms and Conditions (or any operation relating thereto) or as a result of the Licensee's failure to comply with any provision of the Terms and Conditions.

**9. Penalties for breaches.** In the event of a breach of any of the provisions of the Terms and Conditions or, more generally, a violation of the laws and regulations in force, by the Licensee, Uptale reserves the right to take any appropriate action and in particular to:

- suspend or terminate the Licensee's access to Services, if the Licensee is perpetrator of the breach or violation or has taken part in it;
- delete any Content or more widely any Training posted on the Site;
- publish on the Site any information message that Uptale deems useful;
- warn any relevant authority;
- take any legal action.

**10. Uptale's obligations.** Uptale undertakes to provide the Services with care, being understood that it is under a best endeavours obligation, to the exclusion of any performance obligation, which the Licensee expressly acknowledges and agrees. As such, the Services are provided as received and without express or implied warranty of any kind. In particular, Uptale cannot guarantee that the Services will operate without interruptions and that they will be free of errors or viruses. It is the Licensee's responsibility to set up an appropriate device to protect its information system and backup its data, intended to fight against viruses, contaminating elements, fraudulent access attempts and data loss.

Uptale only acts as a hosting provider. It may only intervene on the Content for purely technical needs related to the operation of the Services. Consequently, Uptale cannot be held responsible for the Content and Training, the authors of which are third parties, any possible claim must first be directed to the author of the Content and Training in question.

Content and Training prejudicial to a third party may be the subject of a notification to Uptale according to the terms provided for in Article 14.2, Uptale reserving the right to take the measures described in Article 10.

To the fullest extent permitted by law, Uptale declines all liability in the event of possible loss of information accessible in the Personal Space, including Content and Training. The Licensee must save a copy and may not claim any compensation in this regard.

Uptale undertakes to carry out regular checks to verify the operation and accessibility of the Services. As such, Uptale reserves the ability to momentarily interrupt access to the Services for maintenance purposes. Uptale shall not be held liable for any temporary difficulties or impossibilities of access to the Services caused by circumstances beyond its control, force majeure, or due to disturbances in the telecommunication networks.

Uptale does not guarantee the Licensee that the Services, being standard and in no way intended solely for a given Licensee in accordance with its own personal constraints, will specifically meet its needs and expectations.

**11. Liability.** Uptale and the Licensee, taking into account their reciprocal commitments and obligations, represent that the prices of the Services reflect the risk allocation they wish to operate between them and agree that their total maximum liability, whatever the nature, basis and terms of the action taken, shall be limited to the amount, including VAT, of the annual subscription of the Licensee. The Parties expressly agree that their liability shall be limited to direct damage only. The Parties shall in no event be liable for any indirect damage, as well as any loss of data, income, gain, operation or cost of interrupting a production.

**12. Uptale's intellectual property rights.** Licensee acknowledges that the Solution, the Site, the Services and the structures, infrastructures, source codes, databases, know-how, methodologies, technologies, equipment, logo, graphic, user interface, photos, trademark, interactive elements or any other type of content used by Uptale to provide the Services, including any patent, copyright, business secret and other proprietary rights, belong to Uptale.

**License on the Solution.** Subject to payment of the licence fees provided for in Article 7 and to compliance by the Licensee with its obligations under the Terms and Conditions, Uptale grants the Licensee a personal, non-exclusive and non-transferable right to use the Solution and the programs associated therewith, for internal use and for the Licensee's sole purposes, for the duration of its subscription and worldwide, authorizing remote access and the use of the Solution hosted by Uptale, if applicable by the number of Authorized Creators, to the exclusion of any other person.

Uptale remains the sole owner of the intellectual property rights in the Solution and the programs associated therewith. The Terms and Conditions do not entail any transfer of intellectual property to the Licensee. The Licensee undertakes not to (i) distribute, rent, sub-license, assign (either directly or as a result of any other legal transaction) or transmit all or part of the Solution and / or programs associated therewith or its limited right of use; (ii) attempt to decompile, disassemble, or perform any reverse engineering act on the Solution and / or the programs associated therewith, even when such acts are necessary to obtain the information necessary for the interoperability of the Solution; and / or programs associated therewith with other software, such information being accessible to the Licensee from Uptale upon express request; or otherwise attempt to access the source code of the Solution and / or of the programs associated therewith, or to take any action that infringes Uptale's intellectual property rights; (iii) develop or have developed by a third party, any software that is derived from or based on the Solution and / or programs associated therewith; or (iv) modify the Solution and / or the programs associated therewith without the prior written consent of Uptale.

**12.2 License on certain elements of the Solution.** The Solution includes elements consisting notably of interactive features and elements (such as stars and tags), which the Licensee can integrate into its Training. In order that the Licensee may fully dispose of the Training, Uptale grants it, for a price included in the price of its subscription, on a non-exclusive basis, for the duration of the corresponding intellectual property rights and worldwide, the widest rights of reproduction, representation, use, modification, translation and adaptation of the said elements that it holds, as integrated into the Training.

### **13. Content and Training**

**13.2 Ownership of Content and Training – license.** The Content and Training created or put online by the Licensee are held and controlled exclusively by the latter. The Licensee grants Uptale, free of charge, a non-exclusive and sublicensable right of access, use, reproduction, representation, storage, adaptation of the Content and Training and of any data that it communicates, during the term of the intellectual property rights and for the whole world. This license includes all rights necessary to enable Uptale to provide the Services. It is the Licensee's responsibility to ensure that it has the necessary rights and authorizations to broadcast, distribute and generally operate its Training.

**13.3 Reporting illegal Content.** Uptale is a hosting provider within the meaning of the French Act 2004-575 of 21 June 2004 "pour la confiance en l'économie numérique" (the "LCEN"). Uptale is therefore under no obligation to monitor the Content and Training and has no knowledge of the Content and Training. In accordance with Article 6-I-7 of the LCEN, Uptale makes available to the Licensee an easily accessible and visible device allowing the Licensee and the Users of the Licensee's Training to report to Uptale Content that advocates crimes against humanity, incites racial hatred or displays child pornography. Such contents can be reported by writing to the following email address: hello@uptale.io or by clicking on the link provided for this purpose and by indicating the date, the identity of the Licensee, the URL address of the content reported, its description and the identification of the author. The Licensee is informed that Uptale must then immediately inform the relevant public authority of the presence of the illegal content reported to Uptale.

In accordance with Articles 6-I-3 and 6-I-5 of the LCEN, Uptale is obliged to remove illegal content, or to make access to such content impossible, as soon as Uptale becomes aware of the presence of such content by notification. Such notification must be made in writing to the following email address: hello@uptale.io and contain the following elements:

- the date of notification;

- if the notifier is a natural person: his surname, first name, profession, place of residence, nationality, date and place of birth;
- if the notifier is a legal person: its form, name, registered office and the body legally representing it;
- a description of the disputed facts and their precise location;
- the reasons why the content must be removed, including a reference to the legal provisions and supporting facts;
- the copy of the correspondence addressed to the author or publisher of the disputed information or activities requesting their interruption, removal or modification, or the justification that the author or publisher could not be contacted.

Content that is abusively reported as illegal for the purpose of obtaining its removal may result in the civil and / or criminal liability of the author of such notifications. The Licensee is hereby informed that Uptale may be legally obliged to disclose a Content or information in its possession concerning the Licensee in accordance with (i) the applicable law and (ii) judicial injunctions requiring the disclosure of personal data in the context of an investigation.

Uptale accepts and agrees that the intellectual property of the Content is owned by and remains with the Licensee who has the right to use it and re-use if where and as it sees fit.

**14. Links and third-party sites.** Uptale shall under no circumstances be held liable for the technical availability of websites or mobile applications operated by third parties (including any of its partners) to which the Licensee may access through the Services. Uptale assumes no responsibility for the content, advertising, products and / or services available on such third-party Sites and mobile applications, of which it is reminded that they are governed by their own terms of use. Uptale is also not responsible for transactions between the Licensee and any advertiser, professional or merchant (including any of its partners) to which the Licensee may be directed through the Services and shall not under any circumstances be party to any potential disputes whatsoever with such third parties concerning, in particular, the delivery of products and / or services, the guarantees, the representations and any other given obligations to which such third parties are bound.

**15. Technical rules.** In order to ensure a smooth operation of the Services, the Licensee must comply with the technical guidance given by Uptale. This guidance is subject to change according to technical adjustments and needs related to the operation of the Services, in particular concerning the storage of Content. More generally, Uptale may, at any time, delete Content if its technical characteristics cause technical difficulties involving major disruptions in the operation of the Services.

**Duration of Services – termination.** The Licensee is bound to the Services for the duration indicated in the Order Form. At the end of this period, the Licensee shall be able to terminate the Services. Failing this, the Services are automatically renewed for the duration initially planned.

## **17. Personal data**

**17.1 Personal data collected by Uptale for the purpose of providing the Services.** Each computer connected to the Internet has an IP address. As soon as a User of the Licensee's Training navigates on the Site, Uptale collects the IP address of the User in order to analyze the traffic on the Site and to control the activity of the User on the Site to make sure that this one does not run acts likely to damage the Terms and Conditions. This processing falls within the framework of Article 6(1)(f) of the Regulation, according to which processing is lawful where it is necessary for the legitimate interests of the controller.

### **17.2 Personal data collected by the Licensee in the context of Training**

**17.2.1 Data controller.** Uptale provides the Licensee with customizable tools allowing it to analyze the answers and reactions of a user viewing and interacting with a Training. The Licensee acknowledges that it has complete control over the personal data collected in this context. Thus, the Licensee acknowledges that it is data controller within the meaning of French Act 78-17 of 6 January 1978 "Informatique et Libertés" and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on data protection (the "GDPR"). It is therefore the Licensee's responsibility to comply with the obligations relating in particular to the information of data subjects and their rights. Users must contact the Licensee directly for any question relating to the collection of their personal data in the context of the Training.

**17.2.2 Data processor.** When processing data on behalf of the Licensee, Uptale undertakes to comply with the obligations incumbent upon it under all regulations relating to the protection of personal data, and in particular French Act 78-17 of 6 January 1978 "Informatique et Libertés" and, as from 25 May 2018, the GDPR. In particular, Uptale guarantees that it:

- acts only on documented instructions from the Licensee (understood in particular as the parameters made available on the Licensee's Personal Space and on the Solution), including with regard to transfers of personal data to a third country to the European Union;

- does not use personal data for itself or for purposes other than the performance of the Terms and Conditions;
- does not communicate nor transfer the personal data to unauthorized third parties;
- upon request of the Licensee, collaborates in the performance of any impact assessments or consultation of the authorities relating to the processing of personal data carried out in the context of the Services and cooperates with the relevant data protection authorities, in particular in the event of a request for information or supervision;
- shall not at any time communicate personal data to any governmental entity or any other authority, including on legal or regulatory requisition, without prior notification to the Licensee, unless it is required to do so under Union or Member State law to which the processor is subject; in such case, Uptale shall inform the Licensee of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- does not resort to the services of another processor without the prior written consent of the Licensee. Any resort to a new processor is subject to prior notification to the Licensee. The Licensee may oppose the resort of a new processor by informing Uptale by any means. In any event, Uptale must enter into a contract with its processor containing obligations at least equivalent to those to which Uptale is bound;
- cooperates with and assists the Licensee, taking into account the nature of the processing, setting up appropriate technical and organisational measures insofar as this is possible, in order to respond to requests from data subjects to exercise their rights under the applicable legal provisions;
- implements all necessary technical and organisational measures to ensure:
  - the physical and logical security of personal data against any intentional or unintentional breach, in particular the measures required under Articles 32 to 36 of the GDPR ("Section 2 Security of personal data");
  - the confidentiality of personal data, in particular by ensuring that persons authorized to process the personal data have committed themselves to confidentiality of the personal data in order to ensure a level of security appropriate to the risk;
- informs the Licensee of any security breach as soon as possible after becoming aware of it and takes all necessary measures to correct it;
- at the end of the Agreement and at the choice of the Licensee, deletes or returns all the personal data to the Licensee on the medium agreed between the Parties, and delete existing copies, unless Union or Member State law requires storage of the personal data. This return or deletion will give rise to the he drawing up of minutes, dated and signed and given to the Licensee;
- makes available to the Licensee all information necessary to allow for and contribute to audits, inspections, conducted by the Licensee or another auditor mandated by the Licensee.

As regards transfers of personal data, Uptale undertakes not to transfer personal data to a country outside the European Economic Area without the express authorization of the Licensee.

**18. Applicable law and jurisdiction.** These Terms and Conditions are governed by French law. In the event of a dispute relating to the validity, interpretation and / or performance of these Terms and Conditions, the Parties agree that the courts under the jurisdiction of the Paris Court of Appeal shall have exclusive jurisdiction to judge them, unless mandatory rules of procedure provide otherwise.