

END-USER LICENSE AGREEMENT

This is the agreement through which this software is licensed to the software user.

Enactment date 01/2021

END-USER LICENSE AGREEMENT FOR Midnight Forge Oy (hereinafter Virtual Dawn)

VAT number 2504471-2

contact@virtual-dawn.com

Näsilinnankatu 16 C 7, 33210 Tampere FINLAND

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH USING THIS APPLICATION.

We refer to the Virtual Reality Education World and all of our Simulations / Services we offer as “Licence/APP/Platform” in the context of this agreement.

Virtual Dawn “End-User License Agreement (“hereinafter EULA”) is a legal agreement between you (either an individual or a single entity, hereinafter referred to as the “**End-user**”) and Virtual Dawn (hereinafter referred to as the “**Licensor**”) for the Virtual Dawn software application.

In addition, EULA is the agreement to have a license to use the software provided Virtual Dawn for a limited time period that is agreed upon during the purchase (“Virtual Reality Education World Application/ SOFTWARE APPLICATION”).

Asianajotoimisto Puranen, Kiviluoto & Co Oy

Kauppakatu 41 A , PL 79 - 40100 Jyväskylä - (014) 4110 600 - www.puranen-kiviluoto.fi

asianajotoimisto@puranen-kiviluoto.fi



The limited time for the Virtual Reality Education World is one year (365 days) plus one week (seven days) for the shipment of the equipment. The equipment shall be shipped back within one week of the end of subscription unless renewed, otherwise the equipment will be invoiced with its original purchase cost with payment due of 7 days from the invoice.

Note! The Following EULA also covers other services and permanent licenses if that is the target of the End-user's purchase.

By checking "I Agree", or otherwise using the SOFTWARE APPLICATION, the End-user agrees to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the application between the End-user and Virtual Dawn (referred to as "Licensor"), and it supersedes any prior proposal, representation, or understanding between the parties.

If the End-user does not agree to the terms of this EULA, the End-user shall not click "I Agree" or use the SOFTWARE APPLICATION. The SOFTWARE APPLICATION is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE APPLICATION is licensed, not sold.

Please note, if you download a demo version or if you get a free trial version of any Virtual Dawn products, these same EULA and Privacy terms are in place and you must accept these terms before downloading and using any Virtual Dawn products. Our free software and demos might contain ads and commercials. Our paid software might contain some product placement and promotions from our partners, unless it is of conflict of interest or against the End User Policy.

THE ORDERING OF NEW Virtual Reality Simulation for the Virtual Reality Education World (VREW) or in general.

The Licensor agrees to create a custom simulation that is included within the VREW, according to the information the Licensor receives from the End-user, in exchange for the agreed upon amount in euros or as part of purchase of multiple Virtual Reality Education World subscriptions. Usually, both a video and a conversation about the wished upon content is required for the Licensor to be able to fulfill the End-user's requirements regarding the content.

The content the client provides for Virtual Dawn as part of this creation process, or any intellectual input the client gives, will be transferred to Virtual Dawn without any compensation.

Virtual Dawn can also give training and supervision and Virtual Dawn tools for the client. This is aimed for the client to receive know-how and further price efficiency, the content



created during this process will be transferred to Virtual Dawn for commercialization without any compensation.

PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY APP, ACCESSING THE PLATFORM AND/OR ANY CONTENT FROM Virtual Dawn

This End-user license agreement (**EULA**) is a legal agreement between the **End-user** and **Virtual Dawn** (registered and governed in according to Finnish laws in Tampere, Finland; hereinafter referred to as the “**Licensor**”) relating to:

The Licensor licenses the End-user to use the Licensor’s software in accordance with this EULA and subject to any rules or policies applied by any appstore provider or operator from whose site (**Appstore**) the End-user downloaded the App (**Appstore Rules**), OR if the End-user gains its license to use the Licensor’s software via the official homepage of **Virtual Dawn**.

The Licensor does not sell the App or any content to the End-user and shall remain the sole owner of all intellectual property rights relating to the Platform, the App and its content at all times.

Subject to the terms of this agreement, the Licensor grants the End-user a nonexclusive, non transferable, revocable license to use the application as permitted by this agreement solely for the use of the institution the End-user represents (for instance, a limited liability company or a school).

The End-user or its institution cannot use this software for commercial use directly but can improve its own products with for example better training or induction for workers. The End-user is not permitted to rent, lease, sublicense, publish, copy, modify, adapt, reverse engineer, translate, decompile, develop software, design, sell, or disassemble all or any portion of the application without the Licensor’s prior written consent or if there is expressly law that supports this.

IMPORTANT NOTICE:

BY ACCESSING THE PLATFORM, DOWNLOADING AN APP AND /OR ANY CONTENT OR CLICKING ON THE “ACCEPT” BUTTON WHEN THE END-USER IS PROMPTED, THE END-USER AGREES TO THE TERMS OF THIS LICENCE. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN CONDITION 1.5 AND LIMITATIONS ON LIABILITY IN CONDITION 7.

IF THE END-USER DOES NOT AGREE TO THE TERMS OF THIS LICENCE, THE LICENSOR WILL NOT LICENSE THE APP AND CONTENT TO THE END-USER AND THE END-USER SHALL STOP THE DOWNLOADING PROCESS.



The End-user should print a copy of this EULA for future reference.

Schools, other educational institutions, or groups that purchase rights to use the license for their students are responsible for their students' access to and the use of the license and all content.

Where parents or other individuals purchase rights to use the license for children, they will be responsible for those children's access to and the use of the license and content.

Where rights to use the license are purchased by schools, other educational institutions or groups, parents or other individuals for access and use by students and/ or children, such purchasers shall be referred to as **Authorized Supervisory Users**.

All information that the End-user provides to the Licensor in connection with the use of the Platform and the content shall be correct and not misleading.

IT IS AGREED as follows:

1. Acknowledgements

1. The terms of this EULA applies to the license or any of the services accessible through the license (**Services**), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source license may override some of the terms of this EULA that is to be determined ad hoc.
2. The Licensor may change these terms at any time by notifying the End-user of a change when the End-user next starts the App or accesses the license. The new terms may be displayed on-screen and the End-user may be required to read and accept them to continue their use of the App, license or content.
3. From time to time, updates to the license may be issued. Depending on the update, the End-user may not be able to use the license or Services until they have downloaded or streamed the latest version of an App or the license and accepted any new terms.
4. The End-user shall be assumed to have obtained permission from the owners of the device they use to access the license or Apps that are controlled, but not owned, by the End-user and described in condition 2.2.1 (**Devices**). THE END-USER IS NOT ENTITLED TO COPY The Virtual Reality Education World purchased, it is meant to be only used on the devices the Licensor has designated to the End-user and the End-user is permitted to use only the number of licenses purchased.



If the End-user copies or in any way creates more versions, the End-user is to pay the license payment in full for them too as agreed with Licensor.

The End-user accepts responsibility in accordance with the terms of this EULA for the use of the license, Apps or any Service on or in relation to any Device, whether or not it is owned by the End-user.

5. The collection and use of personal data relating to the End-user by the Licensor is governed by the terms of the Licensor's privacy policy. The terms of the Licensor's privacy policy from time to time, available at www.virtual-dawn.com (**Privacy Policy**) are incorporated into this EULA by reference.

Additionally, by using an App, the Platform or any Service, the End-user acknowledges and agrees that internet transmissions are never completely private or secure. By agreeing with the terms laid down in this EULA, The End-user understands that any message or information send using the Platform, Apps or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. The Licensor reserves the right to monitor any communications made using the license and to remove or refuse to post any communications that it considers to be undesirable. However, the Licensor does not necessarily monitor communications.

Where Authorized Supervisory Users use the Platform to set assignments, receive completed work, provide revision materials, monitor progress, or carry out other similar activities, those Authorized Supervisory Users may be able to review the End-user's use of the Platform and progress.

6. By using the Platform, Apps, Content or any of the Services, the End-user consents to the Licensor's collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve the Licensor's products and to provide any Services to the End-user.
7. The Platform, Apps or any Service may contain links to other independent third-party websites or services (**Third-party Sites or Services**). Third-party Sites or Services are not under the Licensor's control, and the Licensor is not responsible for and do not endorse their content or their privacy policies (if any). The End-user will need to make own independent judgements regarding interaction with any Third-party Sites or Services, including the purchase and use of any products or services accessible through them.
8. Any words following the terms **including, include, in particular, or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.



2. Grant and scope of license

1. In consideration of the End-user agreeing to abide by the terms of this EULA and provided applicable charges have been paid, the Licensor grants the End-user a non-transferable, non-exclusive license to use the Platform and App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. The Licensor reserves all other rights.
2. The End-user may:
 1. Use the Virtual Reality Education World with Devices that are agreed with the Licensor. These are only for the use of the End-user's own institution / private use and the End-user cannot resell or monetize the subscription purchased from the Licensor.

3. Licence restrictions

1. Except as expressly set out in this EULA or as permitted by any local law, the End-user agrees:
 1. not to copy the Platform, Apps or any associated content except where such copying is incidental to normal use of the Platform or App, or where it is necessary for the purpose of back-up or operational security;
 2. not to allow third parties (except if agreed by the Licensor) to access the Platform or Apps;
 3. not to make alterations to, or modifications of, the whole or any part of the Platform, Apps or associated content, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
 4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform, Apps or Content, or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Platform and/or the Apps with another software program, and provided that the information obtained by you during such activities:
 1. is used only for the purpose of achieving inter-operability of the App or Platform with another software program;



2. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
3. is not used to create any software that is substantially similar to the App or Platform;
5. to keep all copies of the Platform, Apps and associated content secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Platform and Apps;
6. to include the Licensor's (or the Licensor's licensor's) copyright notice on all entire and partial copies the End-user makes of the App on any medium;
7. not to provide or otherwise make available the Platform, Apps or associated content in whole or in part (including object and source code), in any form to any person without prior written consent from the Licensor; and
8. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform, Apps or any Service (**Technology**).

4. **Acceptable use restrictions**

1. The End-user must:
 1. not use the Platform, App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform, Apps, any Service or any operating system;
 2. not infringe the Licensor's intellectual property rights or those of any third party in relation to your use of the Platform, Apps, or any Service (to the extent that such use is not licensed by this EULA);
 3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the End-user's use of the Platform, Apps or any Service;
 4. not use the Platform, Apps or any Service in a way that could damage, disable, overburden, impair or compromise the Licensor's systems or security or interfere with other users; and



5. not collect or harvest any information or data from any Service or the Licensor's systems or attempt to decipher any transmissions to or from the servers running any Service.

5. Intellectual property rights

1. The End-user acknowledges that all intellectual property rights in the Platform, Apps and the Technology anywhere in the world belong to the Licensor, that rights in the Platform and Apps and associated content are licensed (not sold) to the End-user, and that the End-user has no rights in, or to, the Platform, Apps, associated content or the Technology other than the right to use each of them in accordance with the terms of this EULA and where applicable charges have been paid.
2. The End-user acknowledges that the End-user has no right to have access to the Platform or Apps in source-code form.
3. By submitting user generated material to the Platform the End-user confirms to have the authority to grant the Licensor a license to freely use that user generated material as reasonably intended. The Licensor has the right to use, edit, reproduce, publish and/or distribute the End-user's material via the Platform and to use it in accordance with the Licensor's Privacy Policy. This license will be free of charge. If the End-user is not in a position to grant such a license to the Licensor, please do not submit material to the Platform.

6. No warranty

1. The Content is provided for personal use only (or where Authorised Supervisory Users purchase rights to use the Content for students and/or children, it is provided for the students and/or children's use only). The End-user is responsible for assessing that the Platform and the Apps are suitable for you the End-user's individual purposes and circumstances (or where Authorised Supervisory Users purchase rights to use the Apps for students and/or children, they will be responsible for assessing that the Platform, the Apps and associated content are suitable for the students and/or children's individual purposes and circumstances).
2. The provision of the Platform and the Apps does not constitute advice and should not be relied upon in making (or refraining from making) any decision. The Licensor uses reasonable care to make sure that the information in the content of its Platform is accurate and up to date. However, in relation to all content, in view of the possibility of human error and/or changes in syllabus requirement, neither the Licensor nor its licensors warrant that the information contained in the Apps and Platform is in every respect accurate, complete, or up to date and the Licensor is not responsible for any errors or



omissions or the results obtained from the use of such information. The End-user is encouraged to verify the accuracy of the information contained in the App and Platform with other sources and where the content provides for which geographical territory it is intended, the End-user should verify that the information contained in the content is suitable for or applicable to the geographical territory in which the End-user is situated or for which the End-user wishes to use such information. Subject to clause 7.2, neither the Licensor nor its licensors shall be liable to the End-user or anyone else for any inaccuracy, delay, interruption in service, error, or omission, regardless of cause, or for any damages resulting from use of or inability to use or access the Platform, the Apps and/or the associated content.

3. The Licensor does not warrant that the End-user will always be able to use or access the Platform and/or the Apps.
4. The Licensor does not warrant that the provision of the Platform or the Apps complies with the laws of any country apart from Finland.
5. The provisions in this clause do not affect the End-user's statutory or mandatory rights which cannot be excluded by law. This warranty is in addition to the End-user's legal rights in relation to software that is faulty or not as described. Where applicable, advice about the End-user's legal rights is available from the End-user's local Citizens' Advice Bureau or Trading Standards office.

7. Limitation of liability

1. The End-user acknowledges that the Platform and App have not been developed to meet the End-user's individual requirements, and that it is therefore the End-user's responsibility to ensure that the facilities and functions of the Platform and Apps meet the End-user's requirements.
2. The End-user agrees not to use the App for any commercial, business or resale purposes, and the Licensor has no liability to the End-user for any loss of profit, loss of business, business interruption, or loss of business opportunity.
3. Subject to clause 7.4, the End-user understands that the Licensor shall have no liability to the End-user for its' use of the Platform and/or Apps. The Licensor also accepts no liability arising from any communications made by those using the Platform and the Apps. The Licensor will not be responsible as author, editor or publisher of any user generated material submitted to the Platform. The Licensor expressly excludes all liability for any loss or damage arising from user generated material which is in contravention of this EULA and the End-user agrees to indemnify the Licensor from any liability that the Licensor may incur as a result. The Licensor reserves the right to remove or



disable access to any user generated material submitted to the Platform without liability which The Licensor deems to be potentially in contravention of this EULA. Subject to clause 7.4 and the remaining provisions of this EULA, if the Licensor are found liable to the End-user, the Licensor's liability shall not in any event exceed the total fee paid by the End-user or on the End-user's behalf to the Licensor for the Platform and/or App in question the subject of the liability. Nothing in this EULA shall limit or exclude our liability for:

1. death or personal injury resulting from the Licensor's negligence;
 2. fraud or fraudulent misrepresentation; and
 3. any other liability that cannot be excluded or limited by Finnish law.
4. The Licensor will not be liable if the Licensor is unable to perform its obligations under these terms and conditions due to any circumstances beyond the Licensor's reasonable control.
 5. The End-user agrees that given the nature of the Platform and the Apps, the exclusions and limitations of liability are reasonable.

8. Termination

1. The Licensor may terminate this EULA and/or suspend access to the Platform and/or Apps immediately:
 1. if the End-user commits a material or persistent breach of this EULA which the End-user fails to remedy (if remediable);
 2. if End-user breaches any of the Licence Restrictions or the Acceptable Use Restrictions; and
 3. if the Licensor considers it necessary to protect the integrity or security of the systems used by the Licensor at any time.
2. On termination for any reason:
 1. all rights granted to the End-user under this EULA shall cease;
 2. the End-user must immediately cease all activities authorized by this EULA, including the End-user's use of the Platform and/or Apps and any Services;
 3. the End-user must immediately delete or remove the Apps and any associated content from all Devices, and immediately destroy all



copies of the App and associated content then in the End-user's possession, custody or control and certify to the Licensor that the End-user has done so;

4. the Licensor may remotely access the Devices and remove the Apps and any associated content from all of them and cease providing the End-user with access to the Platform and our Services.

9. Communication between us

1. If the End-user wishes to contact the Licensor in writing, or if any condition in this EULA requires the End-user to give the Licensor notice in writing, the End-user can send this to the Licensor by e-mail at contact@virtual-dawn.com. The Licensor will confirm receipt of this by contacting the End-user in writing, normally by e-mail.
2. If the Licensor must contact the End-user or give the End-user notice in writing, the Licensor will do so by e-mail or by pre-paid post to the address the End-user provides the Licensor with for that purpose.

10. Events outside the Licensor's control

1. The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of the Licensor's obligations under this EULA that is caused by any act or event beyond the Licensor reasonable control, including failure of public or private telecommunications networks (**Event Outside the Licensor's Control**).
2. If an Event Outside the Licensor's Control takes place that affects the performance of the Licensor's obligations under this EULA:
 1. the Licensor's obligations under this EULA will be suspended and the time for performance of the Licensor's obligations will be extended for the duration of the Event Outside the Licensor's Control; and
 2. the Licensor will use the Licensor's reasonable endeavors to find a solution by which the Licensor's obligations under this EULA may be performed despite the Event Outside the Licensor's Control.

11. Other important terms

1. The Licensor may transfer the Licensor's rights and obligations under this EULA to another organisation, but this will not affect the End-user's rights or the Licensor's obligations under this EULA.



2. The End-user may only transfer the End-user's rights or obligations under this EULA to an individual student or students provided that:
 1. in so doing the scope of the user rights that have been purchased are not exceeded; and
 2. the End-user remains liable for the use by such individuals to whom the End-user transfers rights;
 3. Authorised Supervisory Users may purchase user rights on behalf of an identified number of individual students or on behalf of others provided that in each case only that number of individuals for whom rights have been purchased are allowed to access the Platform and/or the Apps and then only to the extent rights have been paid for. Rights are not otherwise transferable.
3. If the Licensor fails to insist that the End-user performs any of the End-user's obligations under this EULA, or if the Licensor does not enforce the Licensor's rights against the End-user, or if the Licensor delays in doing so, that will not mean that the Licensor has waived its rights against the End-user and will not mean that the End-user does not have to comply with those obligations. If Licensor does waive a default by the End-user, the Licensor will only do so in writing, and that will not mean that the Licensor will automatically waive any later default by the End-user.
4. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
5. Please note that this EULA, its subject matter and its formation, are governed by Finnish law. The End-user and the Licensor both agree that the courts of Finland will have non-exclusive jurisdiction.

About maintenance and support. Virtual Dawn does the best it can to offer support and maintenance, but does not have a promise for the repair of possible bugs and issues with its software, or promise any time schedule. Virtual Dawn will do its best in maintenance and support and if its clients have bugs to report or wishes for support, Virtual Dawn is more than happy to receive them in contact@virtual-dawn.com.

Reference. The supplier is allowed to use the customer as a reference in its marketing in accordance with good marketing practices.

WARRANTY

Virtual Dawn does not offer any refunds when it comes to the Virtual Reality Education World or any of Virtual Dawn products.



Virtual Dawn expressly disclaims any warranty for the SOFTWARE APPLICATION. The SOFTWARE APPLICATION is provided “As Is” without any express or implied warranty of any kind, and to the maximum extent permitted by applicable law, including but not limited to any warranties of merchantability, satisfactory quality, accuracy, quiet enjoyment, noninfringement of third party rights, or fitness of a particular purpose.

Virtual Dawn does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE APPLICATION.

Virtual Dawn makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such a computer program.

Virtual Dawn further expressly disclaims any warranty or representation to Authorized Users or to any third party. The End-user assumes all responsibility and risk for selection of the software to achieve the End-user’s intended results and for the installation.

Use and results obtained from it.

The End-user uses the product at its own risk and also the institution that this is used, allows its personnel/students or anyone else to use this software at their own risk. Any damage caused by simulation, either mentally or physically are not the responsibility of Virtual Dawn and Virtual Dawn cannot promise that Virtual Reality or hardware offered could not cause issues in some cases, also medically, as far as to the fullest extent of applicable law. Virtual Dawn is not liable for special, incidental, or consequential damages resulting from its products. Including but not limited to damages to property, loss of goodwill, computer failures and to extend of permitted by law damages to personal injuries, property injuries, loss of profits or punitive damages from any cases.

If in some cases Virtual Dawn offers a contract where the personnel of the the End-user is trained in Unity Development of in using Virtual Dawn toolset and platform to create simulations, the content created by the End-user is owned fully by Virtual Dawn and so is everything that is created as VR simulation and it is added to the VREW as any other simulation. If the End-user offers their own 3D models or ANY other content to create custom simulations or add to VREW, Virtual Dawn has all rights to commercialize this content. Do not give any content if the End-user is not willing to give rights to them also in commercialization to Virtual Dawn.