ORBITVU VIEWER SOFTWARE LICENCE AGREEMENT

BY DOWNLOADING, DECOMPRESSING IT'S CONTENT, OPENING, INSTALLING OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

The Agreement (hereinafter referred to as the Agreement or the LICENCE) is concluded by and between:

ORBITVU sp. z o. o. (limited liability company under the laws of Poland) with its registered office at ul. Sienkiewicza 48, 42-600 Tarnowskie Góry, Poland registered in Regional Court in Gliwice, under registry no. KRS:0000366154, hereinafter referred to as the **LICENSOR** or **ORBITVU**,

and

an entity which has been granted the LICENCE to use the SOFTWARE, according to the terms and conditions set forth herein , hereinafter referred to as the **LICENSEE**.

Definitions

SOFTWARE - software produced by the LICENSOR under the name "ORBITVU VIEWER" (referred to as the VIEWER), including (a) all software files and other computer information (b) the manual in an electronic form (c) any modified versions, upgrades or updates of the VIEWER provided to LICENSOR by ORBITVU or it's sales representative at any time

The VIEWER is available in following versions:
- My360
- Infinity360
- Free360
- SUN

which usage is limited by the terms of this LICENCE. The terms SOFTWARE or VIEWER are used collectively to all above indicated VIEWER versions unless the context otherwise requires.

PRESENTATIONS – a digital content generated by other Orbitvu products, which can be displayed by means of the VIEWER

USE – download, installation, running, access to the SOFTWARE or gaining other benefits from using the SOFTWARE.

LICENSEE – an entity which obtained the SOFTWARE from the LICENSOR to use it on the terms and conditions as set forth herein .

SUB-LICENSEE – a third-party entity related to the LICENSEE by business relationship (a LICENSEE'S customer) which receives the SOFTWARE with PRESENTATIONS for the purpose of displaying them

§ 1

Conclusion of the Agreement (LICENCE) between the LICENSOR and LICENSEE:

By installing, using or copying the SOFTWARE, the LICENSEE accepts the terms and conditions of this Agreement (LICENCE). By doing so, the LICENSEE declares that he has read the text of this licence agreement and that he shall observe provisions contained herein.

Conclusion of the SUB-LICENCE between the LICENSEE and SUB-LICENSEE:

The LICENSEE by making available to his one or more customers the SOFTWARE to which he has been licensed under this AGREEMENT along with PRESENTATIONS to be displayed using the SOFTWARE, grants to them as to the SUB-LICENSEES the right to use the SOFTWARE strictly for this purpose (SUB-LICENCE) without prejudice to the terms and conditions of this AGREEMENT and without the right for the SUB-LICENSEES to grant further sublicences.

Before the usage of the SOFTWARE by the SUB-LICENSEE the LICENSEE is obliged to provide him with the text of this AGREEMENT. By installing, using or copying the SOFTWARE, the SUB-LICENSEE declares that he has read the text of this AGREEMENT and that he shall observe provisions contained herein.

§ 2

Representation of the LICENSOR

1. The LICENSOR declares that he is the producer of the SOFTWARE. The LICENSOR declares that the SOFTWARE and any authorized copies are the intellectual property of and are owned by the LICENSOR therefore he is entitled to all copyrights, including the right to grant permission for execution of derivative copyrights under the applicable laws.

2. The structure, organization and source code of the SOFTWARE are the valuable trade secret and confidential information of the LICENSOR.

3. All graphic signs included in the SOFTWARE and in the instruction shall remain the sole property of the LICENSOR, and the LICENSEE does not acquire any rights with relation to those signs.

4. The LICENSEE does not acquire any rights apart from the ones which are explicitly expressed in the text of this Agreement.

§ 3

The scope of the LICENCE

1. If you legally obtained the SOFTWARE from the LICENSOR and as long as you comply with the terms of this agreement, the LICENSOR grants to you as to a LICENSEE a non-exclusive, worldwide, limited in scope and unlimited in time licence to install and use the VIEWER in any available version in a manner consistent with its design and documentation (manual, etc) and in accordance with the conditions of this Agreement.

2. The use of particular versions of the VIEWER by the LICENSEE shall be in accordance with following conditions:

   2.1. **Free360** version:

   - A sublicensable charge-free licence to install, run and use the VIEWER to view PRESENTATIONS owned by the LICENSEE on-line (on LICENSEE web servers) or off-line, for any commercial or non-commercial purpose

   - Orbitvu branding is not removed and is visible while the end-user is viewing the PRESENTATION

- The target application is not a paid web service such as SAAS, paid-hosting service, ASP type of application, or similar.

- The VIEWER cannot be distributed as a part of another solution (such as, but not limited to: 360/3D image generating products and software)

- The Viewer can be distributed by the LICENSEE among third parties along with PRESENTATIONS for the purpose of viewing them by other third parties. In such case the text of this Agreement must be included along with the other VIEWER files to be accepted and observed by the third party.

2.2. **My360** version:

- A non-sublicenseable paid licence to install, run and use the VIEWER to view the PRESENTATIONS owned by the LICENSEE on-line (on any number of web servers which provide content owned by the LICENCEE) or off-line, for any commercial or non-commercial purpose,

- The target application is not a paid web service such as SAAS application, hosting application, etc.

- The VIEWER cannot be distributed by the LICENSEE to any third party and installed on third-party web server

2.3. **Infinity360** version:

- A sublicensable paid licence to install, run and use the VIEWER to view the PRESENTATIONS owned by the LICENSEE on-line (on any number of web servers which provide content owned by the LICENSEE) or off-line, for any commercial or non-commercial purpose.

- The LICENSOR allows the LICENSEE to distribute the VIEWER among his customers (SUB-LICENSEES), who purchase the PRESENTATIONS from the LICENSEE for the purpose of presenting their products, goods and/or services on their web sites (sale of ORBITVU PRESENTATIONS with the viewer) without the right to further sublicense. In that event the LICENSEE shall specifically inform the SUB-LICENSEE that the use of the VIEWER is limited to view the PRESENTATIONS exclusively on the customer's web site, and that the customer does not have the right to redistribute the VIEWER. This licence text must be included with the VIEWER to be accepted and observed by the customer (SUB-LICENSEE).

2.4. **SUN** version:

- Can be only used with PRESENTATIONS hosted at ORBITVU SUN (https://orbitvu.co) service. It is included in ORBITVU SUN subscription plans and used automatically by ORBITVU SUN embed codes.

- It is possible to run and use the VIEWER to view ORBITVU PRESENTATIONS hosted outside of ORBITVU SUN (https://orbitvu.co) service only if on the same web page, there is at least one visible ORBITVU PRESENTATION hosted directly from the ORBITVU SUN (https://orbitvu.co) service.

- Running the SOFTWARE is only possible directly from the ORBITVU SUN (https://orbitvu.co) service. SUN version of the VIEWER cannot be hosted outside of the ORBITVU SUN platform. Copying and publishing the SOFTWARE files (e.g. orbitvu12.js) to any other hosting platform, server, etc. is prohibited.

3. In any case, the LICENSEE and the SUB-LICENSEE may not use the SOFTWARE for hosting purposes or as an application service provider (ASP).

4. The LICENSEE and the SUB-LICENSEE shall not make any copy and shall not multiply the SOFTWARE both in part and in full, unless this is necessary for using the SOFTWARE according to its designation and according to the granted licence.

5. Any interference in the source code of the SOFTWARE shall be unauthorised; this refers in particular to changing the code, decompiling, translating, bypassing security settings, improving and adopting the SOFTWARE for other purposes, emulating and performing reverse engineering, removing any trademarks, ORBITVU branding or copyright notices. IN THE EVENT OF THE LICENSEE'S OR SUBLICENSEE'S INTERFERENCE IN THE SOURCE CODE, THE LICENCE AND SUBLICENSE WILL TERMINATE IMMEDIATELY, WITHOUT ANY NOTIFICATION OR ADDITIONAL FORMALITY FROM THE LICENSOR.

6. The LICENSEE shall be authorised to distribute and sublicense the SOFTWARE only in the cases and within the scope expressly stated in this Agreement. Notwithstanding the latter, the LICENSEE may not sell or assign the SOFTWARE to someone else nor perform any activities that might result in disposal of rights resulting from this Agreement for the benefit of third parties.

§ 4

Providing a copy of the SOFTWARE

In order to execute this Agreement, the LICENSOR provides the LICENSEE with one copy of SOFTWARE together with the manual in an electronic form in return for payment or free of charge depending on the SOFTWARE versions.

§ 5

Liability for defects and warranty

1. Prior paying licence fee, LICENSOR strongly encourages LICENSEE to test the SOFTWARE using Free360 version, which is freely available on request.

2. IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF LICENSOR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. NOTWITHSTANDING § 5 POINT 2 OF THIS AGREEMENT, IN NO EVENT THE LICENSOR'S OR ITS SUPPLIERS' ENTIRE LIABILITY FOR CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE CHARGES PAID BY THE LICENSEE TO THE LICENSOR FOR GRANTED

LICENCE.

4. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE AND THAT THE SOFTWARE WILL BE COMPATIBLE WITH OTHER THIRD PARTY SOFTWARE, (BROWSERS, SERVERS, PLATFORMS, PLAYERS AND LIKEWISE) OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

5. The LICENSOR shall do all their best to make sure that the SOFTWARE functions properly on condition that it is used according to its designation, attached instructions and in environment defined by LICENSOR updated for the moment of the sale of Software,

6. If the SOFTWARE does not function properly with a version of the environment which is newer than the one defined by the LICENSOR, the LICENSOR shall make it possible for the LICENSEE to buy an updated version of the SOFTWARE which is adapted to the new environment.

§ 6

Violation of the provision of the Agreement

1. Except for the cases provided for by the law and under § 3 point 5 of this Agreement, this Agreement can be terminated by the LICENSOR with immediate effect if the LICENSEE violates the provisions hereof. The LICENSOR may at his sole discretion call the LICENSEE to refrain from further violation before giving him the termination notice.

2. As a consequence of termination of this Agreement the LICENSEE and SUBLICENSEE shall immediately stop using the SOFTWARE and shall permanently remove all copies of the SOFTWARE in their possession..

3. The LICENSEE declares that he is aware of the civil and criminal liability for violation of copyrights.

4. The LICENSOR reserves the right to control whether the LICENSEE or the SUBLICENSEE observe the provisions of the Agreement.

§ 7

Final provisions

1. All amendments to the Agreement require a written form in order to be valid.

2. Any disputes that might arise on the basis of this Agreement or with relation to this Agreement shall be settled by the parties by way of negotiations. In case of lack of agreement between the Parties, the disputes shall be settled by the Polish court located in the city of Gliwice (Poland). The LICENSOR and only him may, however, submit the disputes at his sole discretion to the jurisdiction of a court of any other state.

3. This Agreement shall be governed and construed in accordance with the laws of Poland

without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Licence shall remain in full force and effect. This Licence constitutes the entire licence between the parties with respect to the use of the SOFTWARE.

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