
GENERAL TERMS AND CONDITIONS FOR SOFTWARE LICENSE

Of Spoločnosť na pomoc osobám s autizmom, with its registered at Námestie 1.mája 4534/1, 81106 Bratislava-Staré Mesto, Slovak Republic, ID no.: 31747973, Association established under the laws of the Slovak Republic and registered by the Ministry of internal affairs of the Slovak Republic (hereinafter the “**Licensor**”) with respect to the granting of the license to the Software as defined below.

1. SCOPE

- 1.1 These Terms and Conditions of Contract for Software (hereafter the “**General Conditions**”) regulate the contractual relationship between Licensor and Licensee regarding the granting of License by Licensor to Licensee.
- 1.2 For avoidance of doubts, these General Conditions apply exclusively on the legal relations between Licensor and legal persons or Licensor and natural persons - entrepreneurs. These General Conditions do not apply on the legal relations between Licensor and natural persons – customers.

2. DEFINITIONS

In addition to terms defined elsewhere in these General Conditions, the following definitions shall apply throughout these General Conditions:

- 2.1 “**Agreement**” means agreement to be concluded between Licensor and Licensee based on the Order made by Licensee and payment of Charges by Licensee to Licensor;
- 2.2 “**Charges**” means the amount of charges for granting License for License Period according to the selected License Variant. The actual amount of Charges is specified on Website;
- 2.3 “**Commercial Code**” means the Slovak Act No. 513/1991 Coll. the Commercial Code, as amended;
- 2.4 “**Copyright Act**” means Slovak Act No. 185/2015 Coll. the Copyright Act, as amended;
- 2.5 “**EUR**” means euro, the official currency of the member states of the euro area;
- 2.6 “**Hardware Equipment**” means the hardware equipment consisting of virtual reality headset and other necessary equipment allowing transmission of the voice, data and video in order to proper functioning of Simulator;
- 2.7 “**Intellectual Property Rights**” means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair

competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

- 2.8 **“License”** means a License to Software to be granted by Licensor to Licensee under these General Conditions;
- 2.9 **“License Key”** means the key allowing Licensee an access to Software;
- 2.10 **“License Period”** means the period for which Licensor grants a License to Licensee according to the selected License Variant;
- 2.11 **“License Variant”** means the variant of License selected by Licensee;
- 2.12 **“Licensee”** means contractual party to be provided by License under these General Conditions;
- 2.13 **“Simulator”** means the simulator of virtual reality displaying the perception of reality of people with autism consisting of Hardware Equipment, Software and other necessary components;
- 2.14 **“Slovak Commercial Code”** means of Act no. 513/1991 Coll. the Slovak Commercial Code, as amended;
- 2.15 **“Slovak Copyright Act”** means Act no. 185/2015 Coll. the Slovak Copyright Code, as amended;
- 2.16 **“Software”** means the software of simulator of virtual reality displaying the perception of reality of people with autism consisting of the object code, source code, models, animations, textures, voices and several interfaces, tools, platforms, modules and software components necessary to proper functioning of Software;
- 2.17 **“Software Defect”** means a defect, error or bug in Software having a material adverse effect on the functionality or performance of Software, but excluding any defect, error or bug caused by or arising as a result of:
- (a) any act or omission of Licensee or any person authorised by Licensee to use Software;
 - (b) any use of Software contrary to these General Conditions by Licensee or any person authorised by Licensee to use Software;
 - (c) a failure of Licensee to perform or observe any of its obligations in these General Conditions; and/or
 - (d) an incompatibility between Software and any other system, network, application, program, hardware or software not specified as compatible according to these General Conditions;
- 2.18 **“Third Party”** means any person or legal entity that is not Licensor or Licensee;
- 2.19 **“Third Party Licensor”** means the person who, or entity which, grants a license to Licensor to redistribute that person’s or entity’s intellectual property;
- 2.20 **“Website”** means the web site of Licensor operated on the domain www.theautismsimulator.com.

3. ORDER AND CONCLUSION OF THE AGREEMENT

- 3.1 Licensee realizes the order of License exclusively through the order form on the Website

(hereinafter the “**Order**”).

3.2 Order shall consist of:

- 3.2.1 Business name and ID number of Licensee (as a company or organization);
- 3.2.2 Address of registered seat of Licensee (as a company or organization);
- 3.2.3 Billing address of Licensee;
- 3.2.4 Email address and phone number of Licensee;
- 3.2.5 Selected License Variant;
- 3.2.6 Credit card number and the information about expiry date and CVV of credit card;
- 3.2.7 Approval of Licensee with these General Conditions.

3.3 Delivered Order is considered to be an offer to enter into Agreement. Agreement is concluded on the day of the payment of Charges by Licensee to Licensor. The whole content of the relationship between Licensor and Licensee consists of the concluded Agreement and these General Conditions.

4. SUPPLY OF SOFTWARE

4.1 After the conclusion of Agreement, Licensor:

- (i) will send the invoice for Charges with the confirmation of payment of Charges to the email address of Licensee mentioned in Order;
- (ii) will make Software available for download by Licensee;
- (iii) will provide Licensee with License Key. License Key is valid for License Period.

4.2 For avoidance of doubts, License Period starts from the date of receipt of the payment of Charges by Licensor.

5. CHARGES AND PAYMENTS

5.1 Licensee shall pay Charges to Licensor in accordance with these General Conditions.

5.2 Charges are exclusive of value added taxes (VAT) and VAT will not be added to the Charges.

5.3 Licensor may elect to vary Charges at its own discretion. The actual amount of Charges will be specified on Website.

5.4 Licensor may also provide Licensee with the discounts of Charges through the vouchers at its own discretion. Licensee is not entitled to claim any discounts of Charges from Licensor.

5.5 Licensee must pay Charges through the payment gateway on Website. The monetary obligation of Licensee to pay Charges shall be deemed fulfilled at the moment on which the amount of Charges is credited to Licensor’s bank account.

6. LICENCE

6.1 Licensor hereby grants to Licensee from the date of supply of Software to Licensee until the

end of License Period (or other termination of Agreement) a non-exclusive licence to:

- (a) download and install Software in accordance with these General Conditions;
- (b) use Software in accordance with these General Conditions and subject to the limitations and prohibitions set out and referred to in this Clause 6.

- 6.2 Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 6.1 without the prior written consent of Licensor.
- 6.3 Licence granted by Licensor to Licensee is subject to the limitations regarding the number of concurrent users of the Simulator (Simulator can be used only on one computer or other compatible device at the same time).
- 6.4 Software may be primarily used by the officers and employees of Licensee or the students of Licensee, if Licensee is the school or other academic organization. Licensee is entitled to provide the access to Software to the officers and employees of Licensee's customers, clients, suppliers, service providers or other persons in reasonable extent.
- 6.5 Licence is limited to a non-transferable license to use Software on device that Licensee owns or controls. Licence does not allow Licensee to use Software on any device that Licensee do not own or control, and Licensee may not distribute or make Software available over a network where it could be used by multiple devices at the same time. Licensee does not include any resale or commercial use of Software by Licensee and Licensee is obliged to refrain from such use of Software.
- 6.6 Save to the extent expressly permitted by these General Conditions or required by applicable law on a non-excludable basis, any licence granted under these Clause 6 shall be subject to the following prohibitions:
 - (a) Licensee must not sell, license, sublicense, publish, display, distribute, disseminate, assign, or otherwise transfer Software (whether by sale, exchange, lease, rent, gift, loan, or otherwise) to Third Party, any copy or portion thereof, in whole or in part, on a temporary or permanent basis;
 - (b) Licensee must not reproduce, transmit, modify, adapt, translate or create any derivative work of, any part of Software, in whole or in part;
 - (c) Licensee must not copy, decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, Software or its parts;
 - (d) Licensee must not alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of Software or Licensor;
 - (e) Licensee must not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create any derivative works of Software, any updates, or any part thereof. Any attempt to do so is a violation of the rights of Licensor and its licensors.
- 6.7 If Licensee breach any prohibition under the Clause 6 or will use Software contrary to this General Conditions, Licensor is entitled to immediately suspend the use of Software without any refund to Licensee. In this case, Licensor is entitled to terminate Agreement. The suspension of use of Software does not affect License Period which runs during the

suspension period.

7. RETENTION OF RIGHT, TITLE AND INTEREST

- 7.1 Licensor does not sell any rights in and to Software, but rather grants the right to use Software pursuant to the terms of these General Conditions. Software shall at all times remain the property of Licensor and/or Licensor's licensors, as applicable, and Licensee shall have no right, title, or interest therein, except as expressly set forth in these General Conditions. Any and all modifications, enhancements, improvements, changes and derivative works to Software shall be the sole intellectual property of Licensor. Licensor exclusively reserves all rights not explicitly granted herein.

8. NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 8.1 Nothing in these General Conditions shall operate to assign or transfer any Intellectual Property Rights from Licensor to Licensee.
- 8.2 Licensor may, from time to time, distribute software or other intellectual property licensed to the Licensor by a Third Party Licensor which may form part of the Software.

9. SOFTWARE DEFECTS

- 9.1 In case of any Software Defects, Licensee is obliged to notify the occurrence of Software Defect and the description of Software Defect to Licensor without undue delay. Subsequently, Licensor will review the nature of notified defect and provide Licensee with all necessary support to eliminate Software Defect.

10. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

- 10.1 Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these General Conditions, Licensor gives no warranty or representation that Software will be wholly free from defects, errors and bugs.
- 10.2 Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these General Conditions, Licensor gives no warranty or representation that Software will be entirely secure.
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- 10.6 Licensor does not warrant or represent that Software will comply with laws in all countries. Licensee uses Software at its own risk and is responsible for compliance with all applicable laws including, but not limited to, all applicable local laws.

11. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 11.1 Other than as expressly set out herein and to the maximum extent permitted by applicable laws, Software is provided “as is” without any warranty or condition of any kind, either express or implied, statutory or otherwise, including but not limited to implied warranties or conditions of merchantability and fitness for a particular purpose. Licensee assumes the entire risk as to the use and performance of Software or its documentation in terms of correctness, accuracy, reliability, currentness, or otherwise. Without limiting the generality of the foregoing, in no event shall Licensor, its agents or anyone else who has been involved in the creation, production or delivery of Software and/or documentation be liable to Licensee or any other person for any direct, indirect, special, or consequential or incidental damages (including without limitation, damages for loss of revenues or profits, business interruption, testing interruptions, loss of business information, and the like) arising out of the use or inability to use Software, the installation and activation of Software, the termination of Agreement, the failure of equipment related to Licensee’s computer and other hardware equipment or damage to Licensee’s computer and other hardware equipment, software or other property resulting from use of the Software by Licensee, even if Licensor or its agents have been advised of the possibility of such damage or claim, or it is foreseeable.
- 11.2 Licensor shall not be liable to Licensee in respect of any loss of profits or anticipated savings, any loss of revenue or income, any loss of use or production, any loss of business, contracts or opportunities, any loss or corruption of any data, database or software.

12. INDEMNIFY

- 12.1 Licensee agrees to indemnify, pay the defense costs of, and hold Licensor, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys’ fees, costs, and expert witnesses’ fees) that arise from or in connection with (i) any claim that, if true, would constitute a breach by Licensee of these General Conditions (including, without limitation, any distribution or sublicensing of Software in violation of these General Conditions) or negligence by Licensee, (ii) any claim brought by any third party to whom Licensee distribute or sublicense Software in violation of these General Conditions. Licensee agrees to reimburse Licensor on demand for any defense costs incurred by Licensor and any payments made or loss suffered by Licensor, whether in a court

judgment or settlement, based on any matter covered by this Clause 12.

13. TERMINATION AND REFUNDS

13.1 Agreement is concluded for License Period.

13.2 Licensor may terminate Agreement immediately by giving written notice to Licensee if:

- (i) any amount due to be paid by Licensee to Licensor under these General Conditions is unpaid by the due date and remains unpaid upon the date that written notice of termination is given;
- (ii) Licensee breach any prohibition under the Clause 6 or will use Software and/or Simulator contrary to these General Conditions;
- (iii) Licensee fails to comply with any other provision of these General Conditions upon written notice to Licensee.

13.3 Licensee is entitled to terminate Agreement only in the case of occurrence of such Software Defect, which disables the use of Software at least for the period of 3 months from notification of Software Defect to Licensor according to the Clause 9.1. In this case, Licensor will provide Licensee with the discount of Charges reflecting the time during which Licensee could not use Software. There are no fees associated with the termination of Agreement by Licensee and/or providing the discount of Charges to Licensee.

14. EFFECTS OF TERMINATION

14.1 Upon termination of Agreement:

- (i) all rights and licenses to Software and all obligations of Licensor hereunder shall terminate;
- (ii) Licensee shall immediately discontinue the use of Software;
- (iii) Licensee has not the right to repay any amount paid to Licensor before termination of Agreement.

14.2 Upon the termination of Agreement, all of the provisions of Agreement shall cease to have effect, save from Licensee's obligations and prohibitions according Clauses 6, 7, 8 and 12 of General Conditions, which continue to have effect.

15. PRIVACY

15.1 Licensor informs the Licensee, that Licensor uses a standard Google Analytics tool when providing Software and on Licensor's website. This tool collects data such as how often Licensee uses Software, where it is used, in what order are the simulations watched, etc. More information about how Google LLC uses information from websites or apps that use its services are on the link <https://policies.google.com/technologies/partner-sites?hl=en-GB>.

15.2 All data generated by using the Google Analytics are stored on Google Analytics platform.

15.3 Licensor will process the data through the Google Analytics tool for the purpose of improving and optimisation of the Software and related services.

- 15.4 Information from Google Analytics will not be shared with third parties, except for company Google LLC as the provider of Google Analytics.
- 15.5 Licensor also processes the data provided by Licensee through the Order form, mainly a first name, last name and email address of person representing Licensee. Licensor processes this data for the purpose of conclusion, performance and fulfilment of the Agreement. This data can be disclosed to accountants, auditors, tax, legal or other advisors and to subjects which are entitled to receive such data according to law. To the extent strictly necessary in order to fulfil the purpose of processing of the data, Licensor is authorized to disclose the data to another subjects e.g. subcontractors, administrators, developers and persons involved in development, operating and protection of Software, and other persons engaged in testing, improving and optimisation of Software.

16. CONTACTS

- 16.1 Licensor hereby provide Licensee with following contacts for communication:
- (a) Address of registered seat: Námestie 1.mája 4534/1, 81106 Bratislava-Staré Mesto, Slovak Republic;
 - (b) Email address: support@theautismsimulator.com

17. GENERAL

- 17.1 Should any provision of these General Conditions be invalid, void or unenforceable, then such provision shall not invalidate, render void or make unenforceable the entire General Conditions.
- 17.2 These General Conditions describes certain legal rights. Licensee may have other rights under the laws of Licensee's jurisdiction. These General Conditions does not change Licensee's rights under the laws of Licensee's jurisdiction if the laws of Licensee's jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in these General Conditions may not apply to Licensee because Licensee's jurisdiction may not allow them in Licensee's particular circumstance. In the event that certain provisions of these General Conditions are not enforceable in Licensee's jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.
- 17.3 Licensee may not without the prior written consent of Licensor assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under these General Conditions.

18. CHANGE OF GENERAL CONDITIONS

- 18.1 Licensor reserves the right to unilaterally change these General Conditions. The changed General Conditions becomes effective as of the date of its publication on Website. The changed General Conditions does not apply for Agreements concluded before the date of

effectivity of General Conditions.

19. GOVERNING LAW AND DISPUTES

- 19.1 These General Conditions shall be governed by the law of the Slovak Republic.
- 19.2 The courts of Slovak Republic shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these General Conditions.

20. LANGUAGE

- 20.1 The language of these General Conditions is English. All Notifications and other communication under these General Conditions shall be in English or accompanied by a certified English translation, unless otherwise agreed. In the case of any inconsistency or discrepancy between the English version of these General Conditions and any translation, the English version shall prevail.

21. EFFECTIVITY

- 21.1 These General Conditions becomes effective as of the date 02.12.2019.