

GAIM IMMERSIVE TECHNOLOGY GROUP AB – END USER LICENSE AGREEMENT, VALID FROM 29.11.2022

Access and usage of GAIM Immersive Technology Group AB's ("**GAIM**") software, including the application, all of its components (e.g. the source code) and content (e.g. graphical or musical content) (together, the "**Software**") received either directly from GAIM or from GAIM's website, currently located at www.gaim.com (together with any subsequent website(s)), (the "**Website**") or through third party digital stores, such as, but not limited to, Meta Oculus Platform (each, a "**Store**"), is regulated in the following end user license agreement (the "**Agreement**").

1 INTRODUCTION

This Agreement is a binding agreement between you, the Software user (the "**Software User**") and GAIM. By installing and using the Software, the Software User accepts the terms and conditions in this Agreement. Please read this Agreement carefully before completing the installation process and using the Software. Should the Software User not accept the terms and conditions in this Agreement, the Software User may not access the Software. The sale of the Software from GAIM to the Software User is final, and the Software User has had the opportunity to review this Agreement prior to the purchase of the Software.

For the avoidance of doubt, this Agreement is made solely in relation to the provision and use of the Software and shall be without prejudice to and does not alter in any way the terms or conditions of any other agreement the Software User may have with GAIM for products, services or otherwise.

If the Software User is entering into this Agreement on behalf of a legal entity, the Software User represents and warrants that the Software User has the authority to bind such entity to the terms and conditions of this Agreement.

The Agreement shall only apply to the Software supplied by GAIM herewith regardless of whether other software is referred to or described herein. The Agreement also applies to any GAIM updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery, in which case such other terms shall apply instead.

The Software User must be at least 18 years old to use the Software. If the Software User is 18 years or over, the Software User agrees to and accepts this Agreement. If the Software User is under 18 years, the Software User should only use the Software under parental supervision and the Software User's parent or legal guardian must agree to this Agreement on the Software User's behalf.

2 CHANGES TO THE AGREEMENT

The Software User's purchase of the Software is subject to the version of this Agreement available at the Website at the time of the Software User's order.

Notwithstanding the aforesaid, GAIM reserves the right to change or modify this Agreement from time to time in GAIM's sole discretion. If GAIM makes changes to this Agreement, GAIM will provide notice of such changes as appropriate, such as providing notice through the Software and/or updating the "Valid From" date at the top of this Agreement. The Software User has accepted the revised Agreement if the Software User continues to use the Software. If the Software User does not agree to the revised Agreement, the Software User must stop using the Software or installing updates, as the case may be.

GAIM encourages the Software User to review the Agreement from time to time to ensure that the Software User understands the terms and conditions that apply to the Software User's access to, and use of, the Software.

3 THIRD PARTY DIGITAL STORES

GAIM may publish the Software through Stores from which the Software User may purchase the Software. The Software User may need a "Store account" in order to use the Software. The Software User's use of this Store account and the Software through the Store shall be subject to the policies and the terms of use of that relevant Store.

The ways in which the Software User can use the Software may also be controlled by the relevant Store's terms and conditions and policies as made available to the Software User by the Store. To the extent that there is a conflict between the terms of this Agreement and the relevant Store's terms from which the Software User purchased (where applicable) or installed the Software, the Store's terms shall prevail to the extent of the conflict.

4 LINKS FROM THE SOFTWARE

If the Software contains links to other sites and resources provided by third parties, these links are provided for the Software User's convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. GAIM has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from the Software User's use of them. If the Software User decides to access any of the third party websites linked to in the Software, the Software User does so entirely at the Software User's risk and subject to the terms and conditions of use for such websites.

5 LICENSE TO USE THE SOFTWARE

5.1 The Software User's rights to use the Software

Subject to terms and conditions of this Agreement, GAIM hereby grants the Software User a limited, personal, non-transferable, non-exclusive license to use the Software on the Software User's devices in accordance with the terms of this Agreement.

The Software User is permitted to install the Software onto e.g. a PC, laptop, mobile, tablet or VR headset under the Software User's control. The license to the Software is a "per user" license and the Software may be installed on multiple devices, however not concurrently executed on multiple devices. The Software User is responsible for ensuring that the Software User's device meets the minimum requirements of the Software. The current minimum requirements are available on the Website. The Software User may only use the Software for lawful purposes and in accordance with this Agreement.

To the extent that the Software User has an active Premium Subscription (as defined below), the Software User is also granted a limited for the duration of the Premium Subscription, personal, non-transferable, non-exclusive license to use the premium features, as made available by GAIM from time to time.

5.2 Limitations of the Software User's right to use the Software

The Software User may not:

- (i) edit, decompile, modify, attempt to derive the source code of or in any other way change the Software, except when, and only to the extent, expressly stated by applicable law or in this Agreement;
- (ii) divide the Software into its components for use concurrently on more than one device;
- (iii) sub-license, assign, duplicate, time share, exploit, lend or lease the Software or otherwise permit any third party, either directly or indirectly, for payment or otherwise, to make use of or otherwise dispose of the Software, except when expressly stated by applicable law or in this Agreement; or
- (iv) distribute any written material which accompanies the Software outside the Software User's organisation.

6 COMMERCIAL USE

The Software User may not use the Software for commercial purpose (including e-sport and similar events) without the prior consent of GAIM or unless specifically permitted in this Agreement. However, if the Software User acts on behalf of a legal entity, GAIM hereby gives the Software User the right to, notwithstanding Section 5.2 item (iii) above, use the Software for commercial purposes, subject to the provisions set forth in this Agreement. This right includes the right to make available for use by third parties the Software, against payment or otherwise, as a part of a service provided to such third parties.

7 TECHNICAL REQUIREMENTS

The Software User acknowledges and agrees that the use of the Software requires certain equipment and internet connectivity. The Software User is solely and entirely responsible for attaining and paying all costs and fees associated with attaining, maintaining, servicing, repair or correction of said facilities necessary for the Software User's access and use of the Software. The Software User also acknowledges and agrees that the facilities required to use the Software may change over time as the Software evolves and that any such changes might change said facilities necessary to use the Software, and in such event the Software User, and not GAIM, shall be responsible for purchasing any necessary additional or different equipment, software and connectivity in order to use the Software.

8 PREMIUM AND SUBSCRIPTION FEES

The Software User can subscribe to the premium version of the Software (a "**Premium Subscription**"), according to GAIM's at all times applicable price list. GAIM may in its own discretion, by giving at least two (2) week's prior notice, update the price list which will become applicable at the next auto-renewal date at the earliest. If the Software User does not accept the updated price list, it may terminate the Premium Subscription according to the following.

Subscription month starts on the day of purchase of the Premium Subscription and renews, or terminates, on the same day the following month. The Premium Subscription will auto-renew unless terminated by the Software User prior to the auto-renewal date. The Software User's Premium Subscription will remain active through the current subscription month upon termination. There are no refunds for early termination.

9 SOFTWARE CANCELLATIONS

All purchases of Software are final except as required by law. Once the Software User purchases the Software, GAIM encourages the Software User to download, install and/or access it promptly. The Software User consents that the supply of the Software may begin immediately following the completion of the Software User's purchase and the Software User acknowledges that the Software User therefore will lose any statutory rights the Software User may have to withdraw and receive a refund. If the Software User is unable to download, install or access purchased Software, please contact GAIM at info@gaim.com

10 UPGRADES AND UPDATES

GAIM will inform and provide the Software User with security updates and other necessary updates. GAIM reserves the right to upgrade, update and/or alter the design and content of the Software. GAIM may in new versions of the Software remove functions at its own discretion. The updates could, for example, but not limited to, include bug fixes, patches, enhanced features, missing plug-ins and new versions. By using the Software, the Software User agrees to such automatic updating.

Please note that the Software User's decision not to install updates which are necessary for keeping the Software in conformity, including security updates, excludes GAIM's liability for conformity of those features of the Software which the relevant updates are supposed to maintain in conformity.

GAIM reserves the right to, in GAIM's sole discretion and where technically feasible, disable the Software User's access to or ability to use Software in case GAIM has reason to believe that the Software User's use of the Software presents a health and/or safety risk or violate GAIM's community standards, agreements (including this Agreement), laws, regulations or policies. GAIM will not incur any liability or responsibility if GAIM chooses to remove, disable, or revoke such access or ability to use any or all portion(s) of the Software.

11 DISCLAIMERS

To the extent permitted by applicable law, the Software is made available to the Software User strictly on an "as is" and "as available" basis. GAIM expressly disclaim any and all warranties and conditions of any kind, whether expressed or implied, with respect to the Software (including data provided in the Software), including without limitation, warranties regarding the Software's quality, functionality, applicability and availability, absence of errors, defects and/or interruptions, interaction with other hardware and software and non-infringement of any third party rights.

Furthermore, GAIM does not give any warranties as to the security of the Software, nor warrants that the Software will be free from bugs, errors, viruses or any other defects or harmful elements.

Any data provided through or by the Software shall be used at the risk of the Software User.

The Software User acknowledges and agrees that it will use the Software at its own risk and that it bears the entire risk for any loss of data.

12 LIABILITY AND INDEMNIFICATION

The Software User shall be solely responsible and liable for any damage caused to the Software User or any third party's computer equipment, other programs or any other property when installing or using the Software.

It is the Software User's responsibility to handle information, any password or any other important information relating to the Software with care so that such is not made available to any unauthorized party or otherwise abused. The Software User assumes all responsibility and risk for the use of the Software together with any hardware connected to the internet.

The Software User agrees to defend, indemnify and hold harmless GAIM, GAIM's affiliates, independent contractors and service providers from and against any loss or damage suffered or incurred by GAIM as a result of any claims, suits, actions or demands, directly or indirectly, from any third party caused by death, personal injuries, damage to any property or any other losses arising out of or in connection with any breach or non-compliance by the Software User of this Agreement or applicable laws and regulations.

13 LIMITATION OF LIABILITY

GAIM shall in no event, whether as a result of breach of contract or warranty, or under any legal theory, be liable for any incidental, consequential, punitive, special or indirect damages or losses, including, but not limited to loss of profit or loss of data.

GAIM's total liability for any loss or damage of whatever nature under this Agreement shall never exceed the amount actually paid for the relevant Software by the Software User to GAIM in the three (3) months preceding the event giving rise to the claim.

14 EXCLUSIONS

The laws of some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of implied liabilities. Consequentially, some or all of the limitations above may not apply to the Software User.

15 INTELLECTUAL PROPERTY RIGHTS

Any and all intellectual property rights in or relating to the Software, in whole or in part in any form, are and shall remain the property of GAIM or its licensors. Nothing set forth in this Agreement shall constitute or be construed as a transfer or assignment of any intellectual property rights from GAIM or its licensors to the Software User.

16 DATA AND PRIVACY

The Software User's use of the Software generates different types of log data. This data includes the Software User's actions in the Software, systems logs and settings, crash reports, statistics on the Software User's use the Software and other associated metadata ("**Usage Data**"). To the extent such Usage Data would be considered to be the property of the Software User in a relevant jurisdiction, the Software User grants GAIM an irrevocable, transferable, assignable and sublicensable right to store, display, view and download any Usage Data collected in the Software and use it for the purposes of, including without limitation, troubleshooting, product development, support and statistical purposes as well as for enhancing the Software User's user experience.

If the Usage Data includes personal data or if the Software User's use of Software includes GAIM's processing of personal data, the processing of such data is subject to GAIM's privacy notice.

<https://www.gaim.com/media/wm1jw4g4/privacy-notice-for-gaim-software.pdf>

17 TERMINATION

This Agreement is effective from the date the Software User's first use the Software and shall remain in force until terminated. GAIM may terminate the Agreement with immediate effect, should the Software User breach any of the terms and conditions of the Agreement. The Software User may terminate this Agreement at any time by uninstalling the Software. Upon termination of this Agreement for any reason, the Software User must immediately stop using the Software.

18 SEVERABILITY

In the event that any provision of this Agreement is found to be in conflict with applicable law or if any such provision is held invalid by an arbitrator or a court with jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

19 GOVERNING LAW AND SETTLEMENT OF DISPUTES

This Agreement shall be governed by the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators and the seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.

20 CONSUMERS RIGHTS

If the Software User is entering into this Agreement as a consumer, i.e. is a natural person who trades primarily for use outside of the course of business operation, mandatory law does not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential damages. The limitations above may therefore not be applicable.

This Agreement does not affect any rights that a consumer has under applicable mandatory consumer legislation. In the event of a conflict between this Agreement and applicable mandatory consumer legislation, the latter shall prevail.

For more information about your right as a consumer, please refer to www.konsumentverket.se.

GAIM participates in recognized alternative dispute proceedings and complies with the recommendations from ARN (Allmänna reklamationsnämnden), www.arn.se.

Postal address:

Allmänna reklamationsnämnden
Box 174
101 23 Stockholm

Please refer to the website of the EU Commission concerning alternative dispute resolution relating to consumers' online purchases <http://ec.europa.eu/odr>.

21 CONTACT

If the Software User has any questions, comments or feedback, the Software User can contact GAIM at info@gaim.com Please also contact GAIM at this email address if the Software User has any complaints in regard to GAIM's performance of this Agreement.
