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By accepting the terms of this Agreement, you expressly declare and confirm that you have the full power and capacity to represent your employer and/or the entity on behalf of which you are acting and/or yourself. Should this declaration prove to be false, you shall be responsible and have vicarious liability in person for all obligations under the Agreement.

THIS AGREEMENT CONTAINS SPECIFIC PROVISIONS, INCLUDING, WITHOUT LIMITATION, PROVISIONS ON LICENSE RESTRICTIONS, WARRANTY DISCLAIMER, LIMITATION OF LIABILITY AND JURISDICTION, AND GOVERNING LAW. PLEASE READ, PRINT, AND SAVE THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SOFTWARE.

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1.1. Aximmetry grants you a non-exclusive, non-sublicensable, non-transferable (except as otherwise expressly permitted) license to use the Software and integral elements thereof exclusively for the purposes of performing the Software's functionalities set forth by AXIMMETRY.

1.2. Under this license, you may install and use one copy of the Software at a time per device worldwide, and, in case of life time licenses, you may make one copy of the Software in machine-readable form as a backup.

1.3. This Agreement does not grant you any rights that are not expressly stated herein; hence you shall have no additional rights by implication, estoppel, or otherwise.

2. RESTRICTIONS

2.1. The following provisions in particular restrict your license:

- You are expressly prohibited from decompiling, disassembling, reverse engineering, or reducing the Software for any purpose whatsoever. You shall not unlock or otherwise attempt to discover the source code or underlying algorithms of the Software, or attempt to do any of the above in relation to the object code of the Software. You shall not circumvent or bypass any technological protection measures.

- You are expressly prohibited from adapting, modifying, translating, or creating any derivative works based on the Software, in whole or in part, and from merging the Software into any other software.
- You are expressly prohibited from dividing your license and using or reselling part(s) of it; you shall not sell, loan, distribute, cede, sublicense, rent, lease or otherwise transfer or assign the right to use the Software, nor transfer or provide access to it by network for any use, either in whole or in part. You acknowledge that if you transfer the Software, this Agreement automatically ceases to exist on the effective date of the transfer and you shall lose all rights arising from this Agreement.
- Unless you have a separate Service Provider License Agreement in force, you are expressly prohibited from providing 'Software as a Service' (e.g.: 'Aximmetry as a Service') for third parties or other similar services that involve the reassignment of our software licenses to third parties e.g.: remarketing, reselling services or cloud services.
- You shall not use the Software for development, compilation, debugging, and similar design-time purposes.
- You may not copy any written materials accompanying the Software.
- Your license may be limited in time (rental) or perpetual. Perpetuality does not mean irrevocability. A separate contract (“[Terms and Conditions](#)”) may define the duration of your right to use the software. AXIMMETRY reserves the right to terminate your license if you violate any term of this Agreement.

2.2. You acknowledge and agree that the Software is owned by AXIMMETRY and is protected by all applicable copyright laws. The Software is licensed, not sold to you, and AXIMMETRY reserves all rights to the Software not expressly granted to the fullest extent permitted by applicable laws. If you copy or use all or any portion of the Software without entering into this Agreement or obtaining the prior written permission of AXIMMETRY or in non-compliance with any of the terms of this Agreement, you are violating copyright or other intellectual property law, and you may be liable to AXIMMETRY and its licensors, in particular, for damages, and you may be subject to criminal penalties. In case of any infringement of the provisions of this chapter, you acknowledge that AXIMMETRY will take necessary measures to terminate the infringement and enforce your compliance with the above provisions. In addition, AXIMMETRY shall be entitled to enforce payment for its damages as well as other rights and claims under the governing laws in force resulting from your breach of this Agreement.

3. YOUR PRIVACY

3.1. The Software may contain components that enable and facilitate the use of certain internet-based and non-internet-based services. You acknowledge and agree that AXIMMETRY may automatically check the operation mode, version of the Software and/or its components to verify that you are using the Software according to its intended purpose. AXIMMETRY may provide upgrades, fixes, or additional services to the Software to improve its lawful operation at its sole discretion. AXIMMETRY shall not be liable for any loss of data or malfunctioning of the Software resulting from AXIMMETRY’s actions under this paragraph. Processing these data is processing is necessary for the performance of a contract.

3.2. The Software may include technological measures designed to prevent unlicensed use of the Software. You expressly accept that AXIMMETRY or its assignee may use those measures to confirm that you have a legally licensed copy of the Software and that you are using it according to the terms and conditions of this Agreement. AXIMMETRY will take necessary measures to prevent you from installing future updates of the Software if AXIMMETRY finds that you are not using a licensed copy of the Software or that your use of the Software infringes the terms and conditions of this Agreement. You are not allowed to use the Software or install future updates of the Software in these cases. You acknowledge that AXIMMETRY or its assignee may collect, transmit, and use technical data from your computer to detect and pursue the illegal use of the Software. Processing these data is necessary for the purposes of the legitimate interests pursued by AXIMMETRY.

3.3. AXIMMETRY values the protection of your data. For more information about our data processing activities, please read our [Privacy Policy](#). It describes the types of information we collect from you and your devices, how we use your data, and the legal basis for processing it.

4. OWNERSHIP OF LOADED CONTENT

4.1. All titles, ownership rights, and proprietary rights to the information and other content (e.g., commercial and third-party add-ons) loaded into the Software from any electronic media or the internet by operating the Software ("Content") belong to the respective Content owner, including the supplier, its affiliates, and any Internet Content providers ("Content Providers"). This Agreement does not grant you ownership or any other rights to any such Content, and AXIMMETRY does not assume any liability for such Content.

4.2. You represent and warrant that you have all the rights related to your Content, and that the use and storage of the Content through the Software comply with the law and respect the rights of others.

5. THIRD PARTY SOFTWARE COMPONENTS, SERVICES

5.1. AXIMMETRY informs you that other third-party materials and services are included in or accessed through the Software. You acknowledge and accept that the use of these third-party materials and services is subject to separate license agreements located at <https://aximmetry.com/third-party-licenses>. By accepting the terms and conditions of this EULA, you also accept the terms of these separate license agreements. The terms available at the provided link are an integral part of this EULA.

5.2. AXIMMETRY informs you that Unreal® Engine is the integrated part of the DE (Dual Engine) product line. The Unreal® Engine is the property of Epic Games, Inc. AXIMMETRY has obtained the rights to sublicense the Unreal® Engine to you as an integrated part of the Software. You acknowledge and accept that the use of Unreal® Engine is subject to a separate license agreement located at [Epic Eula](#). By accepting the terms and conditions of this EULA, you also accept the terms of this separate license agreement. The terms available at the provided link are an integral part of this EULA.

5.3. You accept that the use of the Software and some third-party materials, software, and services accessed, by Software may be subject to separate license agreements not appearing at the links indicated above, for which AXIMMETRY does not assume any liability. AXIMMETRY

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In the case of licensing Virtual Sets and 3D object models, additional rules apply as follows:

- Please note that these digital assets are licensed and not sold. Furthermore, your license is non-exclusive. If you wish to acquire exclusive licenses, please contact sales@aximmetry.com.
- These digital assets can be used for your professional broadcast or video-making activities. You are entitled to create derivative works based on Virtual Sets, 3D object models and use your works for commercial purposes.
- You are strictly prohibited from selling, licensing, or sublicensing these digital assets or the derivative works thereof.
- The following notice shall be indicated and attached to the use of these digital assets or derivative works thereof: "This production contains digital assets provided by Aximmetry."

7. WARRANTY DISCLAIMER

7.1. THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED, REGARDING ITS CONFORMITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE WILL PERFORM UNINTERRUPTED AND WITHOUT ERRORS.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE RULES OF LAW, AXIMMETRY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUALITY, COMPLETENESS, NON-INFRINGEMENT OR PRECISION OF THE FUNCTIONS OF THE SOFTWARE.

7.3. No advice or information provided by AXIMMETRY employees, salespersons, distributors, resellers, agents, or consultants shall constitute a warranty by AXIMMETRY. Warranty may only be provided by a written amendment signed by a duly authorized executive officer of AXIMMETRY.

8. LIMITATION OF DAMAGES

8.1. IN NO EVENT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, ESTOPPEL, OR OTHERWISE SHALL AXIMMETRY BE LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, DAMAGES FOR LOST INCOME, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE, DIRECT OR INDIRECT DAMAGES OR OTHER PECUNIARY LOSS, ARISING FROM THE USE OR

MISUSE OF THE SOFTWARE, OR OTHERWISE UNDER THIS AGREEMENT, EVEN IF AXIMMETRY OR ITS EMPLOYEES, RESELLERS, OR AGENTS HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. In no event will AXIMMETRY's aggregate liability for any breach of this Agreement, use of the Software, or otherwise, exceed the amounts actually paid by you to AXIMMETRY for the Software (or up to 10 USD if the Software was free), except as otherwise required by applicable statutory law.

8.3. You accept and confirm that the price of the Software (if any) and the conditions of this Agreement advantageous to you (fair value with limited liability) hereof have been determined in consideration of the above provisions on limited liability.

9. BUGS, ERRORS, AND SOFTWARE UPDATES

9.1. AXIMMETRY provides a basic level of support service and maintenance during valid software maintenance plans, therefore, reproducible software bugs can be reported during these periods. If you encounter any technical issues or have complaints while using the Software, please seek assistance from the [Aximmetry Forum](#), where the community can provide help. If the community cannot resolve your issue, our support team will reach out to you and work towards finding a solution. For technical questions, please refrain from contacting sales@aximmetry.com, as the aforementioned method is the quickest way to address your problem. Reported software bugs are considered as FEEDBACK AND CONTRIBUTION, as described in the relevant chapter below. Please note that computer and telecommunications systems are not without faults, and occasional downtimes may occur. During the software maintenance plan, AXIMMETRY strives to provide you with fixes in new versions or through other means, at its sole discretion, but does not warrant the resolution of all technical issues. AXIMMETRY disclaims all claims and remedies related to the Software, and you waive all applicable rights in this regard. YOU ACKNOWLEDGE AND AGREE THAT THE DESCRIBED METHOD IS THE SOLE REMEDY PROVIDED BY AXIMMETRY FOR RESOLVING YOUR TECHNICAL ISSUES.

9.2. Releasing updates is solely at the discretion of AXIMMETRY; AXIMMETRY does not warrant the release of any update related to the Software or specific functions thereof. You are only entitled to access software updates that have been released during your software maintenance plan period. You may have binding statutory rights for warranty under the applicable laws, particularly if You are a consumer in the European Union, Switzerland, Norway, or Iceland.

10. RIGHTS REGARDING FEEDBACK AND CONTRIBUTION

10.1. If you provide AXIMMETRY with any Feedback and Contribution via the AXIMMETRY ticketing system, forum, direct email, phone conversation, or any other form of communication, AXIMMETRY is free to use the Feedback in any manner it chooses.

10.2. If you make any Feedback and Contribution available to AXIMMETRY, you hereby assign to AXIMMETRY all rights, title, and interest (including copyright, patent, and other intellectual property rights) in that Contribution, for all current and future methods and forms of exploitation in any country. If any of these rights are not effectively assigned under applicable law, you hereby grant AXIMMETRY an exclusive, royalty-free, irrevocable, transferable, sublicensable license to reproduce, distribute, publicly perform, publicly display, make, use, have made, sell, offer to sell,

import, modify and make derivative works based on, and otherwise exploit that Contribution for all current and future methods and forms of exploitation in any country. If any of those rights may not be assigned or licensed under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert all of those rights.

10.3. However, you may continue to freely use any Feedback and Contribution that you provide to AXIMMETRY, and you may continue to use it, in any manner consistent with the Software license.

10.4. You understand and agree that AXIMMETRY is not required to make any use of any Feedback or Contribution that you provide. You agree that if AXIMMETRY chooses to use your Feedback or Contribution, it is not obligated to credit or compensate you for your contribution.

10.5. You represent and warrant that you have sufficient rights in any Feedback or Contribution that you provide to AXIMMETRY to grant the rights described above. This includes but is not limited to intellectual property rights and other proprietary or personal rights.

11. JURISDICTION, GOVERNING LAW

11.1. IN THE EVENT OF ANY DISPUTE ARISING FROM OR IN CONNECTION WITH THE PRESENT AGREEMENT, SO ESPECIALLY WITH ITS BREACH, TERMINATION, VALIDITY OR INTERPRETATION, THE PARTIES EXCLUDE THE STATE COURT PROCEDURE AND AGREE TO SUBMIT (based on the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, also known as the "New York Arbitration Convention" or the "New York Convention") THE MATTER TO THE EXCLUSIVE AND FINAL DECISION OF THE PERMANENT ARBITRATION COURT ATTACHED TO THE HUNGARIAN CHAMBER OF COMMERCE AND INDUSTRY (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The number of arbitrators shall be three and the language to be used in the arbitral proceedings shall be English. The parties exclude the possibility of the retrial of the proceedings as regulated in Section IX of Act no. LX of 2017 on Arbitration. IN ORDER TO SETTLE THE LEGAL DISPUTE THE HUNGARIAN SUBSTANTIVE LAW SHALL APPLY, EXCLUDING ITS PRIVATE INTERNATIONAL LAW RULES.

11.2. Without prejudice to the above, the applicable jurisdiction and governing law may be determined by EPIC's license agreement located at [Epic Eula](#) if the legal dispute is related to the use of Unreal® Engine and EPIC intends to participate in such legal proceedings. If for any reason an eventual Arbitration Court decision wouldn't be enforceable through the New York Convention, AXIMMETRY reserves the right to file a civil lawsuit against you in the courts of any jurisdiction.

11.3. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12. TERMINATION

12.1. This Agreement remains in effect until it is terminated. Your rights under this EULA will terminate automatically if you fail to comply with any of its terms.

- 12.2. Upon termination, you must destroy or erase the Software and all copies of it.
- 12.3. AXIMMETRY may terminate the Agreement without notice in the event of a breach of any part of the Agreement. Your actual or attempted violation of any of the provisions of the LICENSE or RESTRICTIONS, as set out above, shall be considered a material breach of this Agreement.
- 12.4. Under no circumstances will AXIMMETRY be liable for reimbursing the price of the Software or for any other damages.
- 12.5. All provisions in Chapters 1-8, and 10-13. will survive expiration or termination of this Agreement.

13. MISCELLANEOUS

- 13.1. Aximmetry may modify this Agreement at any time by posting a notice on its website, <https://aximmetry.com/>, or by sending you a notice via email. Any modification is at the sole discretion of Aximmetry, Aximmetry reserves all rights in this regard. Your use of the Software following such notification constitutes your acceptance of the modified EULA. You are responsible for reviewing and becoming familiar with any such modifications.
- 13.2. Unless otherwise provided, the terms and conditions of this Agreement shall be applicable to the additional functionalities of the Software.
- 13.3. You may not assign this Agreement to another individual or entity.
- 13.4. This Agreement DOES NOT give you the right to any technical support or upgrades for the Software, which AXIMMETRY may offer from time to time. AXIMMETRY may, at its discretion, make such support and upgrades available to registered users of the Software under terms to be determined by AXIMMETRY.
- 13.5. You acknowledge that the Software may contain time/functionality-limited components, which may be fully utilized upon purchasing the relevant license(s).
- 13.6. This Agreement applies to all forms of use, whether regular, commercial, rental, or trial periods. You shall not use the Software free unless the expressed consent by AXIMMETRY (e.g., in case of a trial version); the obligation to pay fees for the use of the Software is subject to a separate contract that primarily is the mentioned [Terms and Conditions](#). Particularly, but not exclusively, the [Terms and Conditions](#) may define the duration of your right to use the Software and the payable fees. Otherwise, this Agreement and the referred separate [Terms and Conditions](#) constitute the full, complete agreement between you and AXIMMETRY concerning the Software and supersede all prior agreements and understandings, either oral or in email. In the event of any conflict between this Agreement and the [Terms and Conditions](#), the provisions of this Agreement shall prevail. Unless otherwise communicated to you by AXIMMETRY in writing, the conditions of this Agreement shall apply to the installation and use of additional functions of the Software and to the repair of the Software's installation.
- 13.7. If any part or provision of this Agreement is found to be contrary to law by the applicable jurisdiction, that part or provision shall be enforced to the maximum extent allowed, and the remaining Agreement shall remain in full force and effect.

13.8. The ENGLISH version of this Agreement will be the governing version used when interpreting or construing this Agreement. Any translations thereof shall exclusively be provided for information purposes without any binding force and in no event shall AXIMMETRY be liable for any direct, indirect, incidental, special or consequential damages or damages whatsoever resulting from any incorrect, incomplete translations.

14. INQUIRIES

All inquiries regarding this Agreement should be directed to

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1139 Budapest, Hungary

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<https://aximmetry.com>