

## NON EXCLUSIVE USER LICENCE AGREEMENT

Last updated: Dec 23, 2020

### BETWEEN:

**BACKLIGHT STUDIO Company**  
Limited Liability Company (SARL)

Capital Stock : 10.700 euros  
Whose registered office is located 3 rue Maurice Loewy – 75014 PARIS FRANCE  
Registered in France under the number 503 211 443 RCS PARIS

Represented by M. Frédéric LECOMPTE, as Manager, duly entitled for the purpose hereto by the company's by laws, certifying that the commitments hereto undertaken in the name and for BACKLIGHT STUDIO, comply with article 1145 paragraph 2 of the French Civil Code, as fulfilling the purpose of the company as described in the by laws.

Hereafter « **BACKLIGHT** »

AND

**The Operator** (You)

Before downloading the game, please note that you must be an **ESTABLISHED, EXISTING AND ALREADY OPERATING VENUE**.

Individuals or companies being established should contact BACKLIGHT to get more information at [license@backlight.fr](mailto:license@backlight.fr).

Hereafter « **The Operator** »

Both referred as "**The Parties**"

The following non-exclusive user license agreement (the "NEULA") is a legally binding agreement that governs the relationship between BACKLIGHT, including our trademark OZ EXPERIENCE as well as our subsidiaries and affiliates, and The Operator, users in connection with the use of the entertaining content in virtual reality ("VR Eclipse Experience"), and any services related including the website located at [www.oz-xp.co](http://www.oz-xp.co) (the "Site"), the back-office <https://backoffice.oz-immersive.com> or the other current and future websites, platforms and services.

This NEULA incorporates the rules and guidelines that apply to your use of the Game and the services related. In return for your acceptance of this NEULA, we give you the personal right (known as a "licence") during the time this NEULA is in force between you and us to download, install and play the Game.

## **PREAMBLE:**

**BACKLIGHT** has designed and developed a virtual reality and Hyper Reality interactive experience, Escape Game type, allowing FOUR (4) players to simultaneously progress in a science fiction environment, incorporating 4D elements and haptic feedbacks, hereafter the “VR Eclipse Experience”.

**The Operator** wishes to commercially exploit the VR Eclipse Experience and expressed interest in the concession of an exploitation license, hereafter the « Eclipse Licenses », which has been accepted by **BACKLIGHT**.

The Parties certify that they had all necessary information to give an informed consent.

The Parties hereby certify that they both fulfilled their disclosure duties.

## **THE FOLLOWING HAS BEEN AGREED AND DECIDED UPON**

### **ARTICLE 1 – DEFINITIONS**

Apart from the definitions specifically mentioned in the NEULA corpus, all words beginning with a capital letter have the following meaning:

« **NEULA** » means this non-exclusive exploitation license agreement and all its appendices.

« **Copyright** » means all copyrights attached to audiovisual content under French law, in particular those applicable to Virtual Reality content subject to exploitation.

« **Related Rights** » means all related copyrights and intellectual property rights as defined under French law, in particular those applicable to Virtual Reality content subject to exploitation.

« **VR Eclipse Experience** » means the Virtual Reality Software allowing FOUR (4) players to simultaneously progress in an interactive Virtual Reality and Hyper Reality experience, Escape Game type, in a science fiction environment incorporating 4D elements and haptic feedbacks.

« **Eclipse Equipment** » means the computer hardware and all other elements necessary to the implementation and operation of the VR Eclipse Experience.

« **Eclipse License** » means the non-exclusive exploitation license of the VR Eclipse Experience in a single unit space of approximately 45 m<sup>2</sup> (to this day, a 2 rooms unit of 15 m<sup>2</sup> each, referred to as « Eclipse Unit »), allowing FOUR (4) players to simultaneously partake in the VR Eclipse Experience.

« **Software** » means the delivery support of the VR Eclipse Experience, that is software program delivered through an internet download.

« **Virtual Reality** » means the computer technology simulating the physical presence of a user in a virtual environment generated by a computer, a game console, or a smartphone, and different accessories such

as immersion headsets, sensors, video cameras, through which the user can progress and interact with the composing elements of this environment.

« **Exploitation Site** » means all activities set on a single site, among which some use Virtual Reality applications, and are accessed through a common reception area.

All singular terms definitions shall apply identically for plural terms, and vice versa.

## **ARTICLE 2 – LICENSES CONCESSIONS**

### 2.1. Object

BACKLIGHT hereby grants to The Operator, who accepts, a number to be expressly defined by The Operator of unit(s) of Eclipse License(s), as described in Article 1, and for the duration specified in Article 3, for the purpose of their operation and exploitation.

### 2.2. NON EXCLUSIVE LICENSE

The present Eclipse License is non-exclusive, remains free to concede similar rights as the ones conceded in the NEULA to third parties, as well as to directly commercially exploit the VR Eclipse Experience itself, which The Operator expressly accepts.

## **ARTICLE 3 – DURATION**

3.1 The NEULA is concluded for an indefinite period of time.

3.2 Each Party may terminate the NEULA at any time, without having to justify its decision.

3.3 The operator, in the event of termination, will be required to pay for the games consumed during the current month.

## **ARTICLE 4 – TERRITORIALITY**

The Operator may freely exploit each Eclipse License conceded in a dedicated venue subject to the prior consent of BACKLIGHT during the installation process, worldwide, without any territory restrictions, providing that each Exploitation Fee has been effectively paid to BACKLIGHT, as described in Article 5.1 thereafter.

In the event of an interruption of business on a given Exploitation Site, the Eclipse License may be operated on another Exploitation Site subject to the prior express and written consent of BACKLIGHT.

In the absence of a response from BACKLIGHT within ONE (1) MONTH following the GAME licensing or aforesaid agreement request, such consent will be deemed given.

## **ARTICLE 5 – FINANCIAL TERMS**

### 5.1. Pay-per-play Exploitation Fee

In return for the rights hereby conceded, The Operator will pay BACKLIGHT an Exploitation Fee of FOUR (4) euros EUR H.T. / FIVE (5) dollars USD pre-tax value per player and by gaming session, non-refundable and non-returnable. BACKLIGHT will issue an invoice at the end of each month with the account of the gaming sessions consumed, based on the information transmitted by backoffice.oz-immersive.com.

The "Pay per Play" Fee must be paid within ten (10) days of issuance of the invoice. In the absence of payment within the time limit, BACKLIGHT Company reserves the right to DEACTIVATE THE GAME LICENSES.

### 5.2. Discount on the Pay-per-play Exploitation Fee

Beyond TWO HUNDRED AND FIFTY (250) players charged in a month, following fee would drop to THREE (3) euros EUR H.T. / FOUR (4) dollars USD pre-tax value per player for the time remaining before the end of the reporting month.

Pay per Play exploitation fee detailed in section 5.1. will be applied on subsequent month.

## **ARTICLE 6 – DELIVERY**

The delivery of the Eclipse License by BACKLIGHT includes:

- The Software on a computer compatible support, in its most up to date version.
- The related documentation, in English, including
  - Installation instructions;
  - Walkthrough of the game;
  - Troubleshooting documentation;
  - A video for the end users describing the safety measures to comply with;
  - A video for the end users regarding the conduct of the VR Eclipse Experience.
- An access to a dedicated DISCORD channel for the support of our team and the OZ-XP community.
- A communication pack.

## **ARTICLE 7 – OPERATION TERMS**

### 7.1. Liability and Insurances

The Operator hereby commits to exploit the Eclipse Licenses in a serious and effective manner, in compliance with current & local legislation, in a way that no liability claim against BACKLIGHT shall arise therefrom.

Therefore, The Operator commits to subscribe to a civil responsibility insurance, sufficiently covering the risks arising from its activity and the Eclipse Licenses exploitation and commits to provide evidence of such an insurance policy upon BACKLIGHT's first request.

The Operator commits to maintain such an insurance policy for the whole duration of this NEULA.

## 7.2. Health & Safety

The Operator hereby commits to delivering a proper briefing regarding safety when using VR (Age restrictions, Epilepsy Warning...), whether using the documentation and videos provided by BACKLIGHT or not.

The Operator hereby commits to applying improved hygiene and sanitation practices, every host and game master should receive a dedicated training in hygienic handling & operating the hardware and dedicated VR installation.

## 7.3. Sub-license

The Operator shall not concede any exploitation rights of the Eclipse License to any third party for a commercialization purpose without the prior written and express consent of BACKLIGHT.

In the event of an authorized sub license, The Operator remains liable towards BACKLIGHT for the compliance of her sub licensees with all obligations arising from this NEULA, and its proper fulfillment.

## 7.3. Eclipse Equipment

The VR Eclipse Experience can only be operated, and the Eclipse License used, on the hardware and with the settings hereafter designated and described in the documentation provided by BACKLIGHT, the whole constituting the Eclipse Equipment under Article 1 :

- Minimum : Backpack MSI VRONE Computer ; Intel I7 Processor – 16 Go ram – Graphics Card GTX 1070 / Windows 10;
    - The game can be played with HTC VIVE Wireless in case of separated play spaces.
  - Minimum : Immersion headsets HTC VIVE Business Edition (including audio strap and lighthouses);
  - Game server and user computer interface recommended by BACKLIGHT ;  
I7700 Computer + 32Go Ram + SSD256 + GTX 1070 Windows 10.
    - Dedicated server can be setup. Contact us for more information.
  - Wifi Router 5GHZ high performance
  - Switch kvm
  - Audio headset with microphone for Game Master
- Hyper Reality options:
- 4D interfaces and haptic feedbacks on hardware recommended by BACKLIGHT.  
Arduino control unit prepared by BACKLIGHT or DMX – Butt kicker and amp
  - 3 Trackers HTC VIVE (by player) in case of Full Body awareness;

- 2 track straps by player (ankle trackers)
- 1 mounting ¼ screw for Backpack tracker or body-strap

The VR Eclipse Experience shall nonetheless be operated, and the Eclipse License used, especially in the event of an Eclipse Equipment failure, and on similar hardware and settings, previously validated by BACKLIGHT. BACKLIGHT commits to supplying The Operator, if needed, with a list of the minimal specifications for all equipment necessary for the exploitation of the Eclipse Licenses, specifically regarding the adaptation of the Eclipse Equipment to any updates or enhancements made by BACKLIGHT for the VR Eclipse Experience, such as graphic evolutions, bug corrections, storyboard evolutions, hardware adaptations and so on.

The Operator can operate the game on existing equipment, or can acquire the Eclipse Equipment for cost, either directly from BACKLIGHT, or from any supplier of her choice.

#### 7.4 Communication and Promotion

The Operator commits to have the corporation name and logo of BACKLIGHT appear on every main communication and promotion medium for the VR Eclipse Experience (Website or press release). The Operator is free to mention BACKLIGHT or OZ Experience in its publication on social networks.

### **ARTICLE 8 – INTELLECTUAL PROPERTY**

#### 8.1. Copyrights and Related Rights

The present License Agreement does not grant any intellectual property rights in the VR Eclipse Experience to The Operator.

BACKLIGHT, hereby certifying being the sole owner of the Copyrights and Related Rights of the VR Eclipse Experience, remains the sole and exclusive owner thereof.

#### 8.2. Duplication - Adaptation

The Operator shall refrain from duplicating either permanently or temporarily the Software supporting the VR Eclipse Experience, in full or in part, by any means and in on any media.

The Operator is therefore not authorized to:

- Make, in any manner whatsoever, a copy of all or part of the Software, except for the copies necessary for the normal use of the Software in accordance with the provisions of the Agreement and except for one (1) copy inactive backup in accordance with article L122-6-1 of the Intellectual Property Code.

The Operator shall refrain from adapting or modifying, either permanently or temporarily, the Software supporting the VR Eclipse Experience, in full or in part, by any means and in on any media.

The Operator is therefore not authorized to:

- Change, decompile, translate and disassemble the Software in whole or in part; The Operator also refrains from reverse engineering or attempting to reconstruct the source code, the ideas on which it is based, the algorithms, the file formats or the programming or interoperability interfaces or any other part of the Software, in any way.

▪ In the event that The Operator wishes to obtain the information allowing to implement, in compliance with the provisions of article L.122-6-1 of the Intellectual Property Code, the interoperability of the Software with other software developed or acquired independently by The Operator, and for use in accordance with the purpose of the Software, The Operator undertakes to consult BACKLIGHT beforehand, which must validate the implementation and may provide him with the information necessary for the implementation of this interoperability. The provision of this information will be made based on the amount of the cost generated internally at BACKLIGHT, re-invoiced in euros to The Operator.

The Operator is also prohibited without the prior written consent of the BACKLIGHT to:

- Remove the mention of ownership of the Intellectual Property Rights or any other mention of ownership of the BACKLIGHT appearing on the Software and Documentation. The Operator will mention the Intellectual Property Rights of the BACKLIGHT on each copy of the Software;
- Adapt, arrange or modify the Software in any way, to integrate or associate the Software with other solutions or software, in order to attempt to create or create composite or derivative works with all or part of the Software;
- Transmit or use the Software over a telecommunication network;
- Proceed alone, or with the help of a third party, to correct any errors in the Software to make it conform to its intended purpose, the BACKLIGHT reserving the sole exercise of this right.
- Use the Software in a manner contrary to what is provided for in the NEULA or by law.

### 8.3. Bug correction, Updates, Enhancements

BACKLIGHT reserves the exclusive right to work on the Software for it to be used according to its intended purpose, and specifically to correct any bug.

In return, all possible updates and enhancements made by BACKLIGHT on the VR Eclipse Experience shall be available to The Operator for free, such as graphic evolutions, bug corrections, storyboard evolutions, hardware adaptations and so on.

## **ARTICLE 9 – CONFIDENTIALITY**

The Parties mutually commit, as a confidentiality clause, for the duration of the NEULA and without any time restriction after its termination for any reason, to respect strict confidentiality, refraining from disclosing, directly or indirectly, any information, knowledge or know-how related to their counterparty and their operating methods that they would have come to know over the course of this NEULA, unless those information, knowledge and know-how have fallen into the public domain, or that their disclosure is rendered necessary due to a specific regulation or a judicial injunction.

The Parties commit to have this confidentiality clause enforced amongst all concerned staff, for whom they are the guarantor.

## **ARTICLE 10 – LIABILITY**

The Parties are liable for all misconduct or faults committed during the performance of their contractual obligations, in the conditions of general law, and may be held liable for all damages caused by a breach of their contractual obligations, without prejudice of the right for the innocent party to terminate their contractual relationship and this NEULA, one month after the formal notice, sent by registered mail, acknowledgement due, stating the party's intention to use the benefit of this clause, and such notice remaining ineffective.

## **ARTICLE 11 – DEFENSE OF NON-PERFORMANCE**

Under article 1219 of the Civil Code, each Party can refuse perform their contractual obligation, although such obligation is enforceable, if the other Party has not performed theirs, and if such non-performance is severe enough, that is, likely to question the NEULA's continuation or fundamentally disrupts its economic balance.

The performance suspension shall take effect immediately upon reception by the breaching Party of the notice, sent by registered mail, acknowledgement due, stating the breaches and the innocent Party's intention to seek application of the defense of non-performance as long as the breach is not cured by the breaching party.

## **ARTICLE 12 - FORCE MAJEURE**

The Parties shall not be liable in the event of the non-performance or the delay in the performance of any contractual obligation therein described as a result of a force majeure event under article 1218 of the Civil code.

## **ARTICLE 13 - UNPREDICTABILITY**

Each Party expressly waives any right to have article 1195 of the Civil Code dispositions and the unpredictability system apply and commits to take on their obligations although the Contractual balance is disrupted by unforeseeable circumstances at the time the NEULA was entered, and even in the event where the performance of the NEULA turns out to be excessively costly and take on all financial consequences.

## **ARTICLE 14 – NEULA TRANSFER**

This NEULA is concluded "intuitu personae".

Therefore, the Operator shall refrain from transferring, by any means, (specifically as a corporate contribution, share sales or control shift), any rights resulting from the NEULA without the prior, express written consent of BACKLIGHT.

Under article 1216 of the Civil code, any transfer of this NEULA shall be in writing, otherwise, such transfer shall be null and void.



In the event of a transfer of this NEULA, the transferor shall be held jointly liable with the transferee towards the remaining party, for the performance of the Contractual obligations resulting from the NEULA.

#### **ARTICLE 15 – PARTIAL NULLITY**

The possible invalidation of one or several clauses of the NEULA by a judicial decision or by mutual agreement of the Parties shall not impact all other clauses, which shall continue to bear full effects, as long as the financial balance of the NEULA can be preserved.

In the event where one or several clauses of the NEULA cannot be performed because of its invalidation, the Parties shall attempt to find common grounds in order to draw up a new clause, which shall be as close as possible to the spirit and letter of cancelled clause and other Contractual stipulations still bearing effects.

In the event of a new clause cannot be drawn up, or if the NEULA balance should be disrupted, the Parties can mutually agree to terminate the NEULA in its entirety, and such agreement shall be in writing.

#### **ARTICLE 16 - Amendments to this EULA**

We may need to amend this EULA for serious reasons, for example to reflect new features and functionality in the Game or because of changes in the law. If we make a change to this EULA, we will inform you via email in advance of such changes thirty (30) days before such changes enter into force and of your right not to accept them. The latest version of this EULA will always be available on the Oz Experience website. Please make sure you check for updates to this EULA each time you use the Game. Changes to this EULA shall not affect your accrued rights and shall not have retroactive effect.

#### **ARTICLE 17 – LANGUAGE OF THE NEULA – GOVERNING LAWS**

It is expressly agreed upon that the present NEULA is governed by the laws of the Republic of France.

The NEULA is drawn up in French.

In the event of the NEULA being translated into one or several other languages, the French version shall be the only authoritative text in the event of a dispute.

#### **ARTICLE 18 – DISPUTE**

Any dispute arising from the present NEULA, among which those regarding its validity, its interpretation, its performance, its termination, and all consequences shall be brought before the Commercial Court of Paris.

BACKLIGHT commits to be available by email at [contact@backlight.fr](mailto:contact@backlight.fr) and invites The Operator to address any concerns he/she may have regarding the use of the VR Eclipse Experience or the services related. Most concerns may be quickly resolved in this manner. Parties agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be

a precondition to either party initiating a lawsuit or arbitration. If Parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution, then either party may initiate binding arbitration.

Any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of France, unless otherwise required by the law of the country where the user has his habitual residence.

You confirm your agreement to this NEULA before starting the installation process of the VR Eclipse Experience or by using the VR Eclipse Experience.

“BACKLIGHT STUDIO”, “BackLight” “OZ Experience” “Eclipse” and their respective logos are trademarks or registered trademarks of BACKLIGHT STUDIO. You may not use or display such trademarks in any manner, except as expressly set out in this NEULA. All third-party trademarks and service marks that appear in the VR Eclipse Experience are the property of their respective owners and all rights in them are reserved.