THIS AGREEMENT AND ITS TERMS WILL APPLY FROM THE MOMENT YOU INSTALL THE APP OR START USING SKILLWORX (DEMO VERSION), WHICH WILL BE FIRST.

Please read through this document. You represent to us that you are lawfully able to enter into an agreement with SkillWorx's producer, and if you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the agreement, and the terms "you" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms and conditions, you must not accept the agreement, and you may not use SkillWorx.

Legal Terms and Conditions

I.   CONCLUSION OF THE AGREEMENT

1. When you use the Skillworx application ("SkillWorx") through RealWear Marketplace you enter into a contract with Transition Technologies PSC S.A. with its registered seat in Łódź [Lodz] at Piotrkowska Street 276, 90-361 Łódź [Lodz], entered into the register of entrepreneurs kept by the District Court for the City of Łódź [Lodz], XX Commercial Division of the National Court Register under the number KRS 0000930989, NIP [Taxpayer Identification Number]: 7292712388, REGON 365249538, share capital PLN 1 468 800,00, paid in full - producer and the owner of SkillWorx ("TTPSC") and accept the terms and conditions described below.
2. TTPSC provides services consisting in enabling you to use **SkillWorx in the demo version**, which is located in the cloud infrastructure - Microsoft Azure (Software as a Service) which belongs to a cloud service provider Microsoft Corporation.
3. You undertake to use SkillWorx in accordance with the instructions for use available on TTPSC website and the conditions described below.
4. This is a demo version placed on cloud infrastructure –hence- connecting to public servers and is intended for testing and evaluation purposes only. It is not designed to support production scenarios or host sensitive data. SkillWorx does not guarantee backups or the preservation of any user information.
5. TTPSC strongly advises against using this Skillworx for storing or transmitting confidential or critical data. By using SkillWorx, you acknowledge and understand that any data entered or processed within SkillWorx may be subject to potential loss or unauthorised access.
6. Due to the fact that SkillWorx is in the demo version, TTPSC is entitled to continuously make updates and improvements to SkillWorx.
7. Due to the fact that SkillWorx is in a demo version, TTPSC does not guarantee you a minimum time of using the application and will be entitled to withdraw your access or completely remove SkillWorx from RealWear Marketplace at any time.

II.   COPYRIGHT

1. TT PSC has full copyrights (economic and personal) to SkillWorx and SkillWorx is a trade secret of TT PSC. TT PSC retains its copyrights and other intellectual property rights for SkillWorx (including its customizations and documentation) and all copies, parts and translations thereof.
2. Except for the limited license rights expressly granted under this Agreement, you are not granted any other rights to Skillworx.
3. FOR THE REMOVAL OF ANY DOUBT, REGARDLESS OF WHERE YOU USE THE APPLICATION AND THE LAW APPLICABLE TO THAT PLACE, THE PARTIES <u>WAS NOT INTENTIONAL TO TRANSFER ANY OWNERSHIP RIGHTS</u> TO YOU OR ANY USERS OF SkillWorx.

4. You shall notify TTPSC of any current or potential violation of TTPSC's intellectual property rights or unauthorized use of the SkillWorx of which you become aware.

III.   LICENSEE

1. TT PSC grants you the non-exclusive, unpaid, unlimited territoriality and non-transferable right to use Skillworx in accordance with the purpose of the application, these terms and conditions, instructions for use and only within the scope of your business activity.
2. **You may not** i) amend, improve, modify or further develop the Service or any part hereof, ii) implement the Service or any part thereof into other software, platforms or solutions, iii) create derivative works based on the Service or any features or functions therein, iv) make or perform any form of reverse engineering, decompiling or disassembly of the Service, vi) or other steps to obtain the purposes as comprised by i) – iv), including by allowing third parties to perform steps as comprised by i) – iv).
3. **You may not** use the Skillworx to: violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited and shall not permit any user to upload or otherwise transmit data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

IV.   OPEN SOURCE INFORMATION

Information on the open source software components used in Skillworx can be found at the following link: https://marketplacedocs.z6.web.core.windows.net/OpenSourceLicenses.pdf

V.   Warranties

SKILLWORX IS OFFERED **"AS IS"** WITHOUT ANY QUALIFICATIONS, WARRANTIES, OR SUPPORT SERVICES, AND TTPSC DISCLAIMS ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER.

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TTPSC DOES NOT WARRANT THAT THE CLOUD PLATFORM IS ERROR-FREE OR THAT OPERATION OF THE CLOUD PLATFORM WILL BE SECURE OR UNINTERRUPTED.

VI.   Liability

THE LICENSE SHALL EXCLUDE ALL CUSTOMER RIGHTS OF REMEDIES.

EXCEPT IN THE CASE OF A OF INTENTIONAL ACTION, TTPSC SHALL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) TO THE OTHER PARTY OR ANY OTHER PERSON FOR DAMAGES FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

VII.   APPLICABLE LAW

The License conditions are subject to Polish law. Any disputes arising from or in connection herewith are settled by a common court competent for the TT PSC registered office.