

END USER LICENSE AGREEMENT

IMPORTANT - this End User License Agreement ("EULA") is an agreement between User (a natural or legal person) and FOREVER ENTERTAINMENT S.A., a company registered in Poland entered in the register of entrepreneurs conducted by the District Court Gdańsk-North in Gdańsk, VIII Commercial Division of the National Court Register, as KRS number: 0000365951, share capital of 10 880 000 PLN paid in full, Tax Identification Number (NIP): 5833112205, Statistical number (REGON) 221122120 with its registered office at al.

Zwycięstwa 96/98, 81-451 Gdynia, Poland („FE”) governing the use of the programming tool to allow 3D graphics engineers to use standard photographic units to take, import, and adequately convert the stereoscopic images into 3D model maps, apply appropriate textures, and subsequently enter them into the Unity 3D game engine ("Sterio").

EULA governs mutual rights and obligations of the User and FE.

User agrees to the terms of this EULA by clicking the "I agree" button in the registration form and during the installation process. Nonetheless, every person using Sterio has to conform to the terms of this EULA.

If User does not agree to the following terms, User may not use the Sterio.

It is prohibited to use the Sterio by Users of less than 18 years old.

FE declares that it is a developer of the Sterio and that it has the right to enter into this EULA.

1. FE grants to User a limited, non-exclusive, non-transferable, personal, revocable, worldwide license ("LICENCE") for downloading and/or installing, using the Sterio, within the scope of function and functionalities described in user's manual (www.sterio.soft.com), solely for User's purposes and in accordance with applicable law.

Under this EULA User is not allowed, independently or by authorizing any other person, to: (a) use or exploit the Sterio in any other manner for purposes other than those described above; (b) license or sublicense, distribute, rent, lease, transfer or otherwise dispose the Sterio; (c) copy, hack, reverse engineer, decompile or disassemble the Sterio or its components, unless such action is expressly permitted by applicable law, despite this limitation, (d) create any derivative works based on the Sterio; (e) remove, alter or hide any information on copyright or other proprietary rights in the Sterio.

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DANE DO PRZELEWU:

FOREVER ENTERTAINMENT S.A

AL. ZWYCIĘSTWA 96/98

81-451 GDYNIA

BANK NO. : 29 2490 0005 0000 4530 8076 8259

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LICENCE does NOT include the right to publish, disseminate, distribute or make Sterio available to any other person in any other way, nor as a paid use neither free of any charge.

The LICENCE is granted for the duration of this EULA. Under the hereby EULA User may use Sterio on one device.

LICENCE does not cover the right to use of any patches or updates (if any) for Sterio developed after concluding the hereby EULA. User may acquire such right by entering into a separate agreement.

2. To use the Sterio the User is required to have a device meeting the system requirements for Sterio, software and access to the Internet. Sterio is delivered as an executable file (.exe) intended to use on the following operating systems: Windows 7, 8, 8.1, 10 (64 bit), RAM min. 4GB, recommended: 128 GB, CPU – Intel Core i7 860 or higher, for hardware acceleration CUDA Version 10.0.130 required
3. FE may control the manner User uses Sterio within the scope of conforming to the terms of the hereby EULA and the intended use of Sterio. The right to control includes the right to require from User reasonable and necessary information regarding the use of Sterio, the right to withhold the LICENCE as well as the right to revoke any or every of the rights granted to User.
4. Sterio and all elements that make up the Sterio are the sole property of FE or FE is licensed to exploit them. Sterio and all elements that make up the Sterio are protected by copyright and other intellectual property rights. FE retains all rights as well as title to Sterio, in particular copyright and intellectual property rights.

User is obliged to maintain the form (including the name “Sterio”, marks of FE, graphic and spatial layout, interface, graphics and any other elements or resources) and may not amend or alter it in any way. If User, within the scope of use granted in the hereby LICENCE, is entitled to publish any content (including photos, graphics, videos. models 3D(assets) or any similar content) generated with the use or in connection with the use of Sterio, such content shall be published with the: name Sterio, FE logo, FE name, and the link to the website <http://steriosoft.com>.

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5. The User shall bear all costs associated with accessing and using the Sterio. User acknowledges that FE will not be obliged to provide User with any services, except those expressly stated in this EULA, including FE shall not be obliged to provide User with any support for your use of or access to the Sterio.
6. Under this EULA User acknowledges and gives his consent to provide the Sterio "as it is" with all its defects and without any warranties, nor explicit neither implied, regarding its quality, functionality or possibility of use. FE hereby, to the highest extent permitted by applicable law, excludes any other warranties, whether express, implied or statutory, arising out of the law or otherwise. FE does not warrant that the Sterio will be free from defects, malfunctions, errors, viruses or other defects.

Sterio is used by User for his sole and exclusive risk and responsibility. FE shall not be liable for any damage incurred by User or third parties resulting from use or impossibility of use Sterio by User, including those caused by Sterio defects and/or errors, in particular FE is not responsible for: lose of information or income; the inability to use nor ineffectiveness of Sterio; damages resulting from a computer, server or any device failure; damages resulting from malfunction or inability to use of any other software previously used by User. The FE's liability for physical and legal defects of Sterio or the media containing Sterio is excluded to the highest extent permitted by applicable law. FE MAKES NO WARRANTY OR ASSURANCE THAT Sterio WILL OPERATE CORRECTLY NOR THAT IT HAS THE APPROPRIATE QUALITY AND THAT IT WILL MEET USER'S EXPECTATIONS.

All of the above FE liability exclusions apply also to any effects of Sterio installation or operation. FE is not responsible for the inability to effective or intended use of Sterio in whole or in part if it is caused by updating or modifying the program for which Sterio is an add-on, or updating and modifying other computer programs used by User.

7. Neither FE nor its licensors shall be held liable for contractual, tort (including negligence), objective or any other damages or any other type of liability (including, but not limited to, loss of data, information) arising out of usage or inability to use of the Sterio, even if FE has been advised on the possibility of such damages.

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The liability of FE and its licensors for the use or inability to use of the Sterio or arising out of any other reasons, under this EULA or in connection with this EULA or in connection with Sterio, shall be limited to the amount actually paid by the User for the Sterio, irrespective of: the amount of damage suffered and the base of liability (contractual, tort [including negligence], objective or any other).

FE is not responsible for the usefulness of Sterio for purposes intended by User. FE is not responsible for the malfunctioning of Sterio and any consequences caused by Sterio modifications made by User or third parties. FE is not responsible for Sterio's failure to act on a particular User computer, server or any other device, including, in particular, occurrence of disruptions and interruptions in Sterio functionality caused by hardware differences, Internet connection settings, or personalization of the User's system and programming environment. The FE does not guarantee that Sterio will always operate in a continuous, flawless and uninterrupted manner, and it will comply with the hardware or system requirements of components provided by third parties.

Any further liability of FE is excluded to the fullest extent permitted by applicable law.

In some jurisdictions, the disclaimer or limitation of liability for damages is not admissible. In this case, the above disclaimer and limitation may not apply to User. User may stop using the Sterio if User does not give his consent to the above.

User agrees to indemnify, pay the defense costs of, and hold FE, 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 (a) any claim that, if true, would constitute a breach by User of this EULA or negligence by User, (b) any claim brought by any third party to whom User distributes or sublicenses the Sterio in violation of this EULA (including without limitation any claim that the Sterio infringes a patent), (c) any claim that any product or any other matter User created, or User's exercise of the Sterio, infringes any third party's intellectual property rights or other proprietary or personal rights, or (d) any federal, state, or foreign civil or criminal actions related to any product. User agrees to reimburse FE on demand for any defense costs incurred by FE and any payments made or loss suffered by FE, whether in a court judgment or settlement, based on any matter covered by this point 7.

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If User is prohibited by law from entering into the indemnification obligation above, then User assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

Sterio includes third parties components (products). By entering into this EULA and using third party's components (products), User is accepting the terms of those licenses. User agrees that the owners of the components (products) are intended third party beneficiaries to this EULA in relation to use of third party components (products). Sterio includes:

- <https://github.com/cdcseacave/openMVS>

- <https://github.com/openMVG/openMVG>

- <https://github.com/helix-toolkit>

- <https://github.com/opencv>

8. EULA comes into force on the day the User accepts the content and will remain in effect until the date of termination.

FE reserves the right to terminate this EULA with the immediate effect on notice in the event of a breach by the User of the terms and conditions set forth in this EULA.

The user may terminate the EULA at any time by uninstalling the Sterio and deleting the Sterio files from the User's devices.

Termination of the EULA results in the loss of all rights and licenses granted to User under this EULA.

Termination of this EULA does not effect in any waiver of the rights arising from breach of the EULA nor will release or disclaim User from liability for any breach of Users obligations under this EULA. FE shall not be held liable for any damages arising from termination of this EULA in accordance with its terms.

The provisions of points 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 will remain in effect after the termination of this EULA, for the longest period allowed by the applicable law.

9. FE reserves the right to amend this EULA at FE sole discretion. The latest version of this EULA will be available on the FE's website (www.sterio.soft.com) User acknowledge that each time he uses the Sterio, User will ensure if there are amendments to this EULA. If User are unable to accept any amendments to this EULA and as a result User will not be able to

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comply with the terms and conditions of this EULA, User may terminate this EULA in accordance with the termination provisions mentioned above. Downloading and/or installing and/or further using by the User of any updates or modifications to the Sterio, or continuing to use the Sterio after amendments to this EULA, signifies acceptance by the User of any and all such amendments to this EULA.

10. This EULA and all disputes (contract or non-contractual) arising from this EULA are governed by the Polish law and will be settled by the Polish court competent for the place of the registered office of the FE. The provisions of this EULA do not limit, exclude or infringe consumer rights in accordance with applicable law.
11. If any provision of this EULA is found to be invalid, unlawful or unenforceable, the remaining provisions of the EULA shall remain in full force and effect.
12. Failure to exercise any right by FE or User does not constitute a waiver of such right.
13. If the User is a consumer, neither of the provisions of the hereby EULA shall affect nor exclude any rights consumer has under mandatory provisions of the applicable law.
14. If User uses Sterio for commercial purposes then – the following shall apply.

By “Commercial use” Parties mean a use where Sterio is used to develop any Product that may be sold, leased, distributed or made available to any third person, both where Sterio is used to develop a whole Product and where Sterio is used to develop a part of the Product, its element, component or piece. “Product” shall mean an object of distribution (including, but not limited to sale, lease, licence and any other of similar kind) tangible or intangible, developed with the use of Sterio or incorporating any parts, elements, component or pieces developed with the use of Sterio.

User agrees to pay FE a royalty equal to 5% of all worldwide gross revenue 100 \$(which means all amounts received by or on behalf of User from sale, rental, distribution, monetisation, licensing or any action of similar kind) actually attributable to each Product, regardless of whether that revenue is received by User or any other person or legal entity.

Within 30 days after the end of each calendar quarter in which User earns gross revenues, User shall pay to FE the full amount of the royalty due for that quarter and send FE a royalty report on a per Product basis.

The royalty will be payable under this EULA with respect to each Product for as long as Product is distributed.

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Except to the extent required by law, all payments, fees and royalties are non-refundable under all circumstances, regardless of whether or not this EULA has been terminated.

User agrees to keep accurate books and records related to User's development, manufacture, distribution, and sale of products with Sterio and related revenue. FE may conduct reasonable audits of those books and records. Audits will be conducted during business hours on reasonable prior notice to User. FE will bear the costs of audits unless the results show a shortfall in payments in excess of 5% during the period audited, in which case User will be responsible for the cost of the audit.

15. FE owns all title, ownership rights, and intellectual property rights in the Sterio. User owns all rights in the products which User develops under the license, other than the Sterio. All rights granted to User under this EULA are granted by express license only and not by sale, and all of those rights are limited by the terms of this EULA. Any attempted sublicense under this EULA that is not consistent with the terms of this EULA will be null and void.

16. If you have any questions or comments, please contact FE at the following address: support@steriosoft.com,

17. If you needed any help in publishing products developed with Sterio, please contact FE at the following address: contact@steriosoft.com

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