



## Virtual Electrical Training (VET) Software End User License Agreement

This End User License Agreement ("Agreement") is a binding agreement between you ("End User", "you", or "Licensee") and IDEAL Industries, Inc. dba as IVRY Technologies ("IVRY"). This Agreement governs your use of the Virtual Electrical Training (VET) software (including all related documentation, the "Software") on the Oculus® platform or other hardware approved for use by the parties. Oculus® is a registered trademark of Facebook Technologies, LLC. This Software is not administered, endorsed or associated with Facebook Technologies, LLC.

BY DOWNLOADING/INSTALLING/USING THE SOFTWARE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD/ INSTALL/USE THE SOFTWARE.

1. License Grant. Subject to the terms of this Agreement, IVRY grants you a limited, non-exclusive, and nontransferable license to use the Software to use on Oculus® headset(s) ("Device") strictly in accordance with the Software's documentation

- 2. License Restrictions and Limitations. Licensee shall not:
  - (a) copy the Software, except as expressly permitted by this Agreement or permitted by law notwithstanding any restrictions or prohibitions in this Agreement;
  - (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software;
  - (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
  - (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from, or included within, the Software, including any copy thereof;
  - (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time;
  - (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software;
  - (g) use the Software for any purpose other than as expressly granted herein





3. Reservation of Rights. You acknowledge and agree that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. IVRY reserves and shall retain their entire right, title, and interest in and to the Software, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except for the limited license to use the Software as is granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Software, IVRY may use automatic means to collect your email address, user ID, times/dates of use, completion status, pass/fail grades, and scores (the "Customer Data").By downloading, installing, using, and providing information to or through this Software, you consent to collection and use of the Customer Data.

5. Updates. IVRY may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that IVRY has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on Device settings when your Device is connected to the internet either:

- (a) the Software will automatically download and install all available Updates; or you may receive notice of or be prompted to download and install available Updates.
- (b) You shall promptly download and install all Updates and acknowledge and agree that the Software or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.
- 6. Term and Termination.
  - (a) The term of Agreement commences when you download/install the Software and will continue in effect until terminated by you or IVRY as set forth in this **Section 6**.
  - (b) You may terminate this Agreement by ceasing use of the Software.
  - (c) IVRY will terminate this Agreement upon you no longer being enrolled in the VET Training program on your JATC's Training Management System (TMS).
  - (d) IVRY shall terminate this Agreement concurrent with the termination of the Commercial Virtual Electrical Training Agreement between the Electrical Training Alliance and IVRY. In addition, IVRY may terminate this End User Agreement with written notice if you violate any of the terms and conditions of this Agreement.
  - (e) Upon termination all rights granted to you under this Agreement will also terminate; and you must cease all use of the Software and delete all copies of the Software from your Device and account.





## (f) Termination will not limit any of the parties' rights or remedies at law or in equity.

Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF 7. THE LICENSED SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, SAFETY, AND EFFORT IS WITH YOU. YOU EXPRESSLY ACKNOWLEDGE AND WARRANT THAT YOU HAVE READ AND UNDERSTAND THE HEALTH AND SAFETY WARNINGS BEFORE USING THE IVRY SOFTWARE ON A VIRTUAL REALITY DEVICE. YOU UNDERSTAND THAT THE IVRY TRAINING LESSONS FOLLOW THE NFPA 70 ELECTRICAL CODE, THE STANDARD FOR THE SAFE INSTALLATION OF ELECTRICAL WIRING AND EQUIPMENT IN THE UNITED STATES, AND IVRY AND ITS AFFILIATE COMPANIES EXPRESSLY DISCLAIM ANY LIABILITY FOR THE CONTENT THAT ADOPTS TO THE STANDARDS CONTAINED THEREIN. THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IVRY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, IVRY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IVRY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE FOR ANY DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS DEFECTS AND/OR ERRORS IN TRANSMITTING, RECEIVING INFORMATION. IVRY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUES, EVEN IF IVRY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR IVRY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN





LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

THIS LIMITATION OF LIABILITY PROVISION SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS IVRY MAY HAVE TO YOU UNDER AN AGREEMENT BETWEEN IVRY AND ANY PARTY THROUGH WHOM YOU OBTAINED YOUR LICENSE/SUBSCRIPTION TO THE SOFTWARE.

9. Indemnification. You agree to indemnify, defend and hold harmless IVRY and IDEAL Industries, Inc. and its and their officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your misuse of the Software or your breach of this Agreement.

10. Modifications. IVRY reserves the right to modify this End User Agreement, provided it first gives at least 60 days prior written notice to the Electrical Training Alliance with respect to each such amendment

11. Export Regulation. The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly, or indirectly, export, reexport or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the US

12. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

13. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Software shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in Cook County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts

14. Entire Agreement. This Agreement constitutes the entire agreement between you and IVRY with respect to the Software and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Software.

15. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.





## Virtual Electrical Training (VET) Software Activation Agreement & Terms of Service

This Terms of Service agreement ("**Agreement**") applies to all users of the Virtual Electrical Training (VET) software on the Oculus® platform (including all related documentation, the "**Software**"). Whether downloading for personal or organizational use, this document is a binding agreement between you ("**End User**" or "**you**") and IDEAL Industries, Inc. dba as IVRY Technologies ("**IVRY**") and governs your use of the Virtual Electrical Training (VET) software. Oculus® is a registered trademark of Facebook Technologies, LLC. This Software is not administered, endorsed or associated with Facebook Technologies, LLC.

BY DOWNLOADING/INSTALLING THE SOFTWARE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OCULUS PRIVACY POLICIES AND AGREEMENTS; (B) YOU ACKNOWLEDGE THAT YOU WILL HAVE THE DATA LISTED BELOW COLLECTED BY IVRY IN ORDER TO CREATE INDIVIDUAL SCORE REPORTS FOR EACH USER; (C) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (D) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD/ INSTALL THE SOFTWARE.

1. <u>Collection and Use of Your Information</u>. You acknowledge that when you download, or install the Software, IVRY will use automatic means to collect information while users are logged into the VET Software on their Oculus Quest headsets. The only private, End User-specific information collected by IVRY will be an email address and user ID; this information is collected from a training management system (TMS) and is needed to automatically send the score reports for the correct user. The only additional data IVRY will collect on End Users during the experience will be a time, pass/fail status, completion status, and a score; each End User score will be calculated following a series of metrics that were established between the Alliance and IVRY.