END USER LICENSE AGREEMENT

Odyssey

Update: June 27, 2023

ARTICLE 1.   SCOPE

1.1.   Odyssey is a software solution powered by Unreal® Engine, which allows for the creation of 2D and 3D animation sequences (hereafter **"Odyssey"**).

1.2.   The terms and conditions of this end user license agreement (including its appendices) (hereafter the "**EULA**") are agreed by PRAXINOS, a French société coopérative à responsabilité limitée [cooperative company with limited liability], located at 7 Avenue de Blida in Metz, France, registered with the Trade and Companies Register of Metz under number 843 876 764 (hereafter "**PRAXINOS®**"), and an End User who is an individual acting (i) either in the framework of their professional activities, in their own name or on behalf of their employer, (ii) in the framework of an educational, teaching and/or research activity, in their own name (student/teacher) or on behalf of any other legal entity (students' association, universities, private schools, etc.), or (iii) on a purely personal and private basis (hereafter the "**End User**").

1.3.   This EULA is a license agreement relating to the use of Odyssey and does not in any way constitute a sales agreement. PRAXINOS® therefore remains the owner of Odyssey and all the copies of Odyssey that the End User is authorized to make, where applicable, under this EULA.

1.4.   By accessing Odyssey, the End User hereby declares and warrants:

• That they are an individual of at least eighteen (18) years of age or of legal age in the country in which they reside;
• That they have full legal capacity to enter into this EULA and have the authority to agree to undertakings or bind their employer or any other legal entity (students' association, universities, public or private schools, etc.) for which they act; in the latter case, the entity is the License Holder.
• That they have read and unconditionally agree to this EULA;
• That they consent to the use of Odyssey in accordance with the stipulations of this EULA.

1.5.   By clicking on "I accept" when the End User downloads, installs, copies or uses Odyssey, the End User unconditionally agrees to the terms and conditions of this EULA. If the End User does not agree to all the terms and conditions of this EULA, they are invited to click on "Close" and to cancel the downloading or installation of Odyssey.

1.6.   All rights granted under this EULA are granted subject to compliance with the terms and conditions of said EULA.

1.7.   PRAXINOS® grants different models of Odyssey licenses. The applicable license model, its period and the amount of the royalty will be determined at the time Odyssey is provided. This EULA therefore completes all other contractual terms agreed by PRAXINOS® and the End User or the License Holder, as applicable, regarding access to and/or use of Odyssey (in particular, all general terms and conditions of sale, general terms and conditions of use, and/or confidentiality policy).

ARTICLE 2.   DEFINITIONS

Under this EULA, the following terms are defined as indicated:

2.1.   "EULA": has the meaning indicated in Article 1 "Scope";

2.2.   "Odyssey ": means (i) the computer program described in Article 1 "Scope", including all its parts and, in particular, the components of the Unreal® Engine Third-Party Software; (ii) the

content of the potential material and/or electronic media and their attachments, as well as any other medium with which this EULA is provided, in particular the object code provided on a data carrier, by email or downloaded via the internet; (iii) all written explanations and any documentation relating to Odyssey, in particular any description of Odyssey, its characteristics, the description of its features, the description of its use, the description of the interface of the operating system on which Odyssey is used, the installation or user manual for Odyssey or the description of the proper use of Odyssey (hereafter the "**Documentation**"); (iv) the copies of Odyssey, Odyssey error patches, additions, extensions, modified versions and updates of parts of Odyssey if they are provided, for which PRAXINOS® grants the End User a user license under the conditions set out below;

2.3. **"License":** means all the rights and obligations set out in one of the license models, which are the subject of this EULA, granted to the End User by PRAXINOS®;

2.4. **"Permanent License":** means the terms and conditions of use of Odyssey, as indicated in Article 4 of this EULA;

2.5. **"Subscription License":** means the terms and conditions of use of Odyssey, as indicated in Article 5 of this EULA;

2.6. **"Educational License":** means the terms and conditions of use of Odyssey, as indicated in Article 6 of this EULA;

2.7. **"Trial License":** means the terms and conditions of use of Odyssey, as indicated in Article 7 of this EULA;

2.8. **"Beta Test License":** means the terms and conditions of use of Odyssey, as indicated in Article 8 of this EULA;

2.9. **"Unreal® Engine Third-Party Software":** means (i) the computer program known as Unreal® Engine owned by Epic Games Inc., (ii) the Unreal® Engine editor and the other tools associated with Unreal® Engine 4 that Epic Games Inc. makes available to PRAXINOS® (as a licensee), as well as (iii) all updates and upgrades from Epic Games relating to (i) and (ii).

2.10. **"License Holder":** means the legal entity contracting with PRAXINOS® with which a number of End Users are associated (employees, students, members, etc.). The License Holder is fully responsible for the End Users' use of Odyssey and accepts the consequences thereof vis-à-vis PRAXINOS®;

2.11. **"End User":** has the meaning indicated in Article 1 "Scope".

ARTICLE 3. INSTALLATION OF Odyssey - DOCUMENTATION

3.1. Odyssey may be provided on a data carrier or downloaded from PRAXINOS®'s servers, and requires installation. The End User must install Odyssey on a computer that has been properly configured and fulfills, at a minimum, the requirements specified in the Documentation. The installation method is described in the Documentation.

3.2. The computer on which Odyssey will be installed must be free from any program or hardware that may impair the proper functioning of Odyssey.

3.3. PRAXINOS® may provide the End User with Odyssey's Documentation in an electronic format, it being understood that PRAXINOS® retains all intellectual property rights relating to the Documentation.

ARTICLE 4. PERMANENT LICENSE

4.1. A Permanent License grants the End User a non-exclusive, worldwide, personal, non-transferable right to download, install and use Odyssey on the hard drive of one or more devices,

limited to a single access at a time, for the requirements of their personal or professional activity, in strict compliance with this EULA.

4.2. Subject to this EULA being terminated, this Permanent License is granted to the End User for the entire period of the intellectual property rights attached to Odyssey recognized by French law and international conventions on intellectual property.

4.3. The Permanent License is granted in return for a flat-rate royalty to be paid in full in a single payment by the End User.

4.4. Under this Permanent License, PRAXINOS® provides the End User with available patches as well as first-line support. Unless agreed otherwise, this Permanent License does not require PRAXINOS® to provide maintenance or updates/upgrades that deliver improved or new features.

ARTICLE 5. SUBSCRIPTION LICENSE

5.1. A Subscription License grants the End User a non-exclusive, worldwide, personal, non-transferable license to install and use Odyssey on the hard drive of one or more devices, for a single access only and for a limited period for the requirements of their personal or professional activities, in strict compliance with this EULA.

5.2. Subject to this EULA being terminated, this Subscription License is granted to the End User for the entire period of the subscription, as determined at the time Odyssey is provided.

5.3. The Subscription License may be tacitly renewed for identical periods in accordance with the choices made and communicated by the End User at the time Odyssey is provided.

5.4. The amount of the Subscription License depends on the period of the right to use granted. The Subscription License royalty is due when Odyssey is provided, as well as on each anniversary date thereof. The renewal of the Subscription License is subject to the End User paying said royalty.

5.5. Throughout the subscription period, PRAXINOS® provides the End User with available patches as well as first-line support. Unless agreed otherwise, this License does not require PRAXINOS® to provide maintenance or updates/upgrades that deliver improved or new features.

ARTICLE 6. EDUCATIONAL LICENSE

6.1. The Educational License is offered to End Users who are students or teachers in a public or private higher education institution (including community colleges, vocational training institutions and "preparatory" courses) that grants diplomas requiring at least one (1) year of full-time studies, a public or private primary or secondary school that provides full-time teaching, or a correspondence course program, as defined in applicable regulations on distance learning.

6.2. The Educational License is only granted to End Users whose training/educational activity involves an Odyssey-related subject.

6.3. To be granted an Educational License, the User must prove that they belong to the group of eligible parties indicated above. The End User must immediately inform PRAXINOS® if they no longer meet these personal criteria. To ensure that the End User in fact fulfills the requirements and to avoid any improper use of the Educational License, PRAXINOS® reserves the right to check the fulfillment of the requisites by asking the End User for proof thereof before it provides Odyssey.

6.4. The Educational License grants the End User a non-exclusive, worldwide, personal and non-transferable right to install and use Odyssey on the hard drive of one or more devices in return for payment, which use is limited to a single access at a time.

6.5. License granted to students

6.6. The user right granted to the End User (student) is limited exclusively to use for the personal purpose of learning and research. As such, the Educational License may not be used directly or otherwise for commercial, professional or other for-profit purposes. The End User (student) must indicate Unreal® Engine, PRAXINOS® and Odyssey in the credits on all their work, using the logos available here: [https://praxinos.coop/logos].
PRAXINOS® and the End User may agree otherwise and separately on the End User using Odyssey for purposes and under conditions other than those indicated above.

6.7. The Educational License (students) is offered exclusively in the form of a Permanent License. As such, the terms of Articles 4.2. and 4.3. of this EULA apply expressly to the Educational License.

6.8. In the framework of this Educational License, PRAXINOS® provides the End User with available patches as well as first-line support. Unless agreed otherwise, this License does not require PRAXINOS® to provide maintenance or updates/upgrades that deliver improved or new features.

6.9. License granted to teachers

6.10. The right to use granted to the End User (teacher) is limited exclusively to research. As such, the Educational License may not be used directly or otherwise for commercial, professional or other for-profit purposes. PRAXINOS® and the End User may agree otherwise and separately on the End User using Odyssey for purposes other than research.

6.11. Subject to this EULA being terminated, the Educational License is offered to teachers in the form of a subscription for the period determined at the time Odyssey is provided, and may be tacitly renewed for identical periods in accordance with the choices communicated by the End User when Odyssey is provided.

6.12. The royalty for the Educational License offered in the form of a subscription to teachers is due at the time Odyssey is provided, as well as on each anniversary date thereof. The renewal of the Subscription License is subject to the End User paying said royalty.

6.13. Throughout the subscription period, PRAXINOS® provides the End User with available patches as well as first-line support. Unless agreed otherwise, this License does not require PRAXINOS® to provide maintenance or updates/upgrades that deliver improved or new features.

ARTICLE 7. TRIAL LICENSE

7.1 Any License PRAXINOS® offers in return for payment includes a trial version.

7.2. The Trial License grants the End User a non-exclusive, free, worldwide, personal, time-limited and non-transferable right to install and use Odyssey on the hard drive of one or more devices, which use is limited to a single access at a time.

7.3. In the framework of a Trial License, the End User is only authorized to use Odyssey to assess the royalty-based version of the License chosen. Some features and the use of Odyssey may be limited. The End User may only use one (1) Trial License for Odyssey for a period which PRAXINOS® defines. The details on this trial period are communicated at the time Odyssey is provided. Unless a more advantageous term for the End User is agreed, the Trial License period is limited to thirty (30) days and renewal is not automatic. The Trial License does not include the updates, upgrades, maintenance or assistance.

7.4. The following article does not apply to the Trial License: Article 14.1 "Guarantee of Conformity".

7.5.   The End User may end the trial at any time. Upon expiry of the Trial License, the End User is invited to choose a royalty-based License model. The Trial License in no case grants the End User an automatic right to a royalty-based License.

ARTICLE 8.   BETA TEST LICENSE

8.1.   As part of its continuous improvement policy, PRAXINOS® may offer certain End Users a "Beta Test" version of Odyssey.

8.2.   If so, PRAXINOS® and the End Users concerned may enter into a specific license agreement that governs the conditions under which a "Beta Test" version of Odyssey (or certain features thereof) is used.

8.3.   In the absence of a specific license agreement, the Beta Test License grants the End User a non-exclusive, free, worldwide, personal, time-limited and non-transferable right to install and use Odyssey on the hard drive of one or more devices, which use is limited to a single access at a time.

8.4.   In the framework of the Beta Test License, the End User is only authorized to use Odyssey to assess and test Odyssey's features indicated in the "Beta" version under real conditions (whether or not in a commercial framework). It is to be noted that Odyssey's features in a "Beta" version may be limited. The End User may only use one (1) Beta Test License for Odyssey during a period defined in the License.

8.5.   With regard to the Beta Test License, the following article does not apply: Article 14.1 "Guarantee of Conformity".

8.6.   Similarly, Article 15 "Liability" is completed as follows. Should a contradiction arise, the terms of Article 8.7. take precedence.

8.7.   Limitation and exclusion of liability: The End User recognizes and agrees that the Odyssey features indicated as being in a "beta version"
(a) are still under development and have not been marketed by PRAXINOS®;
(b) are not fully functional, and it is expected that they will include errors, design defects or other issues;
(c) may not be reliable throughout the entire period of the Beta Test License;
(d) may cause unexpected results, loss of data, or other unforeseeable prejudice or losses to the End User.

It is also to be noted that:

> • PRAXINOS® has no obligation to publish a final version of Odyssey's "beta version" features;
> • PRAXINOS® has the right to unilaterally cease the development of Odyssey's "beta version" features at any time, it being noted that the End User may continue to use Odyssey's "beta version" features until the end of the period indicated in the Beta Test License, with no obligation to or liability vis-à-vis the End User or any third party.

Odyssey's "beta version" features are made available "as is", with no guarantee of any kind. PRAXINOS® therefore declines any oral or written, express or tacit guarantee, notably non-limitatively, and any guarantee as to quality, functionality, adaptability or suitability for a given use.

PRAXINOS® declines all liability vis-à-vis the End User (and/or License Holder) for any damage whatsoever, whether direct or indirect (including, without limitation, business interruptions, loss of earnings, loss of data or files, or other monetary losses), resulting from this Beta Test License or the use or inability to use Odyssey's "beta version" features, even when PRAXINOS® has been advised of the possibility of such damage occurring.

8.8.   With regard to the use and testing of Odyssey's "beta version" features, the End User and/or License Holder may provide PRAXINOS® in writing, on any medium whatsoever, with all comments, suggestions and/or remarks relating to the use, design, fluidity and user experience. The End User and/or the License Holder expressly grants PRAXINOS®, at no cost and for the entire world, the right to reproduce and represent any content that is not the subject of the protection of an intellectual property right related to the comments, suggestions, remarks and requests for improvements that they may provide PRAXINOS® for the sole purposes of the continuous improvement of Odyssey's features and the finalization of a final version of said features.

ARTICLE 9.   GENERAL TERMS AND CONDITIONS OF USE

9.1.   The rights granted by PRAXINOS® under this EULA do not in any way allow the End User to:

• Copy, distribute and/or extract components or create derivative works based on Odyssey;

• Use Odyssey in any manner that does not comply with the laws that apply in the jurisdiction in which the End User uses Odyssey, in particular the restrictions that apply to copyrights and intellectual property rights;

• Make Odyssey available to the public, and/or sell, sublicense, lease or lend Odyssey;

• Reverse engineer, decompile or disassemble Odyssey, nor in any other manner attempt to discover Odyssey's source code, except to the extent this restriction is expressly prohibited by law;

• Modify, translate or reproduce Odyssey, or transfer the user rights to Odyssey or copies of Odyssey in any manner other than as allowed under this EULA;

• Use Odyssey in any illegal manner whatsoever;

• Use Odyssey (including the legend information, keywords or other metadata associated with Odyssey) for the purposes of machine learning and/or artificial intelligence or for any technology designed or intended to identify individuals;

• Use the legend information, keywords, accompanying text or other metadata associated with Odyssey separately and independently from Odyssey, nor allow third parties to access or use this information associated with Odyssey;

• Delete or modify the indications relating to copyright, serial numbers or other characteristics of Odyssey that are used to identify it. in this regard, the End User and/or license holder undertakes to comply and/or ensure compliance with the paternity right by expressly referring to PRAXINOS® in its credits in the form of "Odyssey, all rights reserved, 2023, Sarl PRAXINOS" or any other equivalent indication in line with the sector's practices, for all projects specific to the end user and/or license holder and for which odyssey was used in accordance with this EULA.

9.2.   The End User is authorized to make a backup archive copy of Odyssey on a permanent storage medium they (or the License Holder) own. All other copies that the End User makes of Odyssey will be considered to constitute a violation of this EULA.

9.3.   The End User's right to use ends at the end of the period provided in the temporary License or as soon as PRAXINOS® or the End User terminates this EULA in accordance with the conditions of Article 13 "Termination". The End User must then immediately cease using Odyssey completely and eliminate or destroy all copies thereof. Without prejudice to applicable mandatory provisions, the royalties paid to PRAXINOS® in return for the License will not be reimbursed.

9.4. The End User must take appropriate measures to protect Odyssey and to prevent access to and use thereof by unauthorized third parties.

9.5. The End User must carefully save the identification numbers for the license, which PRAXINOS® will provide, and prevent any access thereto by unauthorized third parties.

9.6. In light of the non-exclusive nature of the Licenses, the End User understands that they have no exclusive right to Odyssey, which therefore may be licensed to other users.

ARTICLE 10.   AUTHORIZED PERSONS

10.1. As a general rule, the right to use Odyssey benefits the End User and may not be transferred or sublicensed to a third party without PRAXINOS®'s prior consent. If the applicable License model provides that the License is personal and granted to a specific End User, the right to use may only be transferred to another user if PRAXINOS® is informed thereof by the End User and accepts said transfer.

10.2. The License Holder (a legal entity) undertakes to take all measures to ensure that the authorized End Users who have access to Odyssey treat the license identification numbers as confidential and do not disclose them in any form whatsoever to unauthorized persons. The License Holder (a legal entity) undertakes to ensure that the End Users under its authority perfectly comply with this EULA.

10.3. The License Holder is responsible for the security of the work stations and devices used by the End Users under its authority on which Odyssey is installed and/or used.

10.4. The End User (or License Holder, as applicable) is liable for any use of Odyssey by an unauthorized person caused by said End User.

ARTICLE 11.   UPDATES - UPGRADES

11.1. PRAXINOS® provides the End User with updates to enable use according to the agreement and to eliminate defects.

11.2. If PRAXINOS® provides the End User with an update to enable use of Odyssey in accordance with the agreement or to eliminate a defect, the End User must install the update to continue to use Odyssey in accordance with this EULA. PRAXINOS® may not be held liable for defects and damage caused by an End User's failure to install an update.

11.3. PRAXINOS®, at its full discretion, provides updates that deliver improved features and/or upgrades that deliver additional features. Where applicable, these updates and upgrades may be subject to additional invoicing based on an estimate transmitted previously.

ARTICLE 12.   FIRST-LINE SUPPORT

12.1. Depending on the License model chosen, the End User may benefit from first-line technical assistance from PRAXINOS®.

The first-line support service is accessed for free from the PRAXINOS® website's contact form (https://praxinos.coop). PRAXINOS® undertakes to use all the resources available to respond to the End User in a reasonable time frame. First-line support does not include any guarantee that a solution will be provided, without prejudice to legal guarantees that may apply.

12.2. Any other technical assistance service or maintenance service offered by PRAXINOS® to the End User (or License Holder, as applicable) will be the subject of a separate written agreement.

ARTICLE 13.   TERMINATION

13.1. Obligation to inform incumbent on PRAXINOS® for the renewal of temporary Licenses

PRAXINOS® informs the End Users/License Holder, acting as a consumer or non-professionals who have subscribed for a temporary License with a tacit renewal clause, in writing (by way of a dedicated email), at the earliest three months and at the latest one month before the end of the period authorizing the refusal of the renewal of the possibility to refuse to renew said License. This information, which is issued in clear, understandable terms, indicates in a visible box the deadline for the non-renewal.
This information requirement does not apply to temporary Licenses subject to monthly renewal.

13.2. Termination by the End User

Permanent License

The End User may terminate a Permanent License at any time at no cost. PRAXINOS® will in no case reimburse the amount of the flat-rate royalty.

Temporary License

Temporary Licenses may not, in principle, be terminated before their term (potentially renewed). However, the End User reserves the right to terminate the temporary License if PRAXINOS® breaches the agreement, subject to serving notice to comply by registered letter with a request for an acknowledgment of receipt thereof or an equivalent form of service that exists in the country in which the End User resides, or its electronic equivalent, which notice remains unsuccessful for a period of thirty (30) days from receipt thereof. The notice refers to this clause. In any event, the End User may claim damages from PRAXINOS® to compensate the prejudice suffered and caused by the failure to comply with the contractual undertakings.

13.3. Termination by PRAXINOS®

Termination as of right

PRAXINOS® reserves the right to terminate this EULA as of right by simply serving notice on the End User in the event the End User breaches the terms of Articles:

• 9.1 "General terms and conditions of use" of this EULA
• 10.1 "Authorized persons" of this EULA

As well as in the case of a failure to comply with the terms and conditions of the license for the Unreal® Engine Third-Party Software.
In any event, PRAXINOS® may claim damages from the End User to compensate the prejudice suffered and caused by the failure to comply with the contractual undertakings.

Termination subject to the serving of prior notice

PRAXINOS® reserves the right to terminate a License if the End User breaches the agreement, subject to serving notice to comply by registered letter with a request for an acknowledgment of receipt thereof or an equivalent form of service that exists in the country in which the End User resides, or its electronic equivalent, which notice remains unsuccessful for a period of thirty (30) days from receipt thereof. The notice refers to this clause. In any event, PRAXINOS® may claim damages from the End User to compensate the prejudice suffered and caused by the failure to comply with the contractual undertakings.

ARTICLE 14.   WARRANTIES

14.1. Guarantee of conformity

With any royalty-based License, PRAXINOS® provides Odyssey to the End User free of any material and/or legal defects. However, it is to be noted that Odyssey must only have the standard

features described in the Documentation. The fact that Odyssey does not meet the specific requirements or expectations of the End User does not constitute a conformity defect unless said requirements and expectations were brought to PRAXINOS®'s attention at the latest when the agreement governing the provision of Odyssey was entered into.

The End User, acting as a consumer, or the License Holder, acting as a non-professional within the meaning of the preliminary section of the French Consumer Code, has a period of two (2) years from the date Odyssey is provided to claim the legal guarantee of conformity should a conformity defect be identified.

For a period of one (1) year from the date of provision, the End User/License Holder must only establish the existence of the conformity defect and not the date on which said defect is identified.

The legal guarantee of conformity includes an obligation to provide all the updates required to maintain the conformity of the digital content.

The legal guarantee of conformity provides the End User/License Holder with a right to have the conformity of Odyssey ensured without an unjustified delay after it makes its request, at no cost and with no major inconvenience to be suffered by the End User/License Holder.

The End User/License Holder may obtain a price reduction by keeping Odyssey or it may terminate this EULA by asking for full reimbursement in exchange for ceasing to use Odyssey if:
1° PRAXINOS® refuses to ensure the conformity of Odyssey;
2° The delay in ensuring the conformity of Odyssey is unjustified;
3° Odyssey's conformity cannot be ensured without imposing costs on the End User/License Holder;
4° Ensuring conformity of Odyssey or the digital service causes a major inconvenience to the End User/License Holder;
5° Odyssey's non-conformity persists despite PRAXINOS®'s unsuccessful attempt to ensure the conformity thereof.

The End User/License Holder also has a right to a price reduction or the termination of the EULA when the conformity defect is so serious that it justifies a price reduction or the immediate termination of the EULA.

The End User/License Holder is not bound in this case to first request that Odyssey be made to conform. If the conformity defect is minor, the End User/License Holder is only entitled to cancel the EULA if the agreement does not provide for the payment of a price.

Any period during which Odyssey is unavailable so that it can be made to conform suspends the remaining period of the warranty until Odyssey is once again provided and is in conformity.
The rights indicated above result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

If, in bad faith, PRAXINOS® obstructs the enforcement of the legal guarantee of conformity, it risks a fine in the maximum amount of €300,000, which may be increased to total up to 10% of its average annual sales revenue (Article L. 242-18-1 of the French Consumer Code).

This warranty gives a right to a price reduction if Odyssey is kept or to full reimbursement if the use of Odyssey is waived.

PRAXINOS® has no obligation to compensate material and legal defects caused by:

• a use of Odyssey that is contrary to the terms of this EULA;
• a use of Odyssey in systems or in a hardware and software environment that is inappropriate for this purpose and is not distributed by PRAXINOS®;
• changes made to Odyssey by the End User, unless said End User can prove that the changes did not cause the defect.

The End User's claims regarding a non-conformity of Odyssey must be filed using the contact information indicated in Article 19 of this EULA by the applicable legal deadlines and within 30 days of the identification of the non-conformity (for the End User/License Holder acting as a professional, within the meaning of the preliminary section of the French Consumer Code). For these parties, the guarantee of conformity is contractually limited to a period of two (2) months from the date of provision of Odyssey.

14.2. <u>Peaceful possession guarantee</u>

Without prejudice to the terms of Article 16, PRAXINOS® warrants that it holds the intellectual property rights allowing it to enter into this EULA and that said EULA does not prejudice the rights of third parties. It also guarantees that Odyssey is a completely original program and does not constitute, in whole or in part, either an act of counterfeiting or of unfair competition.

In this regard, PRAXINOS® must compensate the End User for all the financial consequences of any infringement lawsuit or other legal action filed against it resulting from the use of Odyssey. Therefore, if all or part of Odyssey is found to constitute counterfeiting or another violation of intellectual property rights, PRAXINOS® must, at the End User's discretion, either provide it with other software having the same features within timelines that are compatible with the End User's activities, or obtain, at its cost, the right for the End User to continue to use Odyssey, or reimburse the End User for all or part of the price paid for the License, notwithstanding the End User's right to claim compensation for its prejudice.

For its part, the End User undertakes to immediately inform PRAXINOS® of any counterfeiting of Odyssey it becomes aware of, and PRAXINOS® will then be free to take all the measures it deems appropriate.

ARTICLE 15.   LIABILITY

15.1.   PRAXINOS®'s liability may not be sought in whole or in part when the End User does not comply in whole or in part with this EULA or in the case of a force majeure event, within the meaning of Article 1218 of the French Civil Code, as interpreted by case law, or for reasons attributable to a third party which present the characteristics of force majeure.

15.2.   Except in the case of gross misconduct or gross negligence, PRAXINOS® may not be required to compensate the End User for immaterial damage. In any event, PRAXINOS®'s liability is limited to prejudice that can be foreseen at the time this EULA is signed.

15.3.   With regard to End Users/the License Holder acting as professionals, if PRAXINOS® is ruled against by a court, it is agreed that its liability will be limited to two times the amount of the royalty paid by the End User (on a 12-month basis).

15.4.   No clause herein, in particular the present clause, is intended to exclude liability that may not be excluded or limited by law.

ARTICLE 16.   UNREAL® ENGINE THIRD-PARTY SOFTWARE

Odyssey includes components of the Unreal® Engine Third-Party Software. It is to be noted that PRAXINOS® is duly authorized to use the Unreal® Engine Third-Party software in the framework of this EULA, and to sublicense it in accordance with the terms and conditions set out in Appendix 1 (Unreal® Engine Sublicense Agreement).

By entering into this EULA and using the Unreal® Engine Third-Party software, the End User agrees to the terms and conditions of Appendix 1 (Unreal® Engine Sublicense Agreement).

The terms and conditions of the Unreal® Engine Third-Party Software will govern the use of the Unreal® Engine Third-Party Software integrated into Odyssey. Should a contradiction exist or arise between certain terms of this EULA and those of the Unreal® Engine Third-Party Software, the terms and conditions of the Unreal® Engine Third-Party Software may take precedence over this EULA unless a mandatory law states otherwise.

With regard to all non-contradictory provisions, it is to be noted that this EULA and the terms and conditions of the Unreal® Engine Third-Party Software complete each other.

If this EULA includes provisions or conditions of use that are not set out in the user license for the Unreal® Engine Third-Party Software, this EULA will be fully applicable.

ARTICLE 17. SEPARABILITY - AMENDMENTS - FULL AGREEMENT

17.1. The invalidity or inapplicability of any of the stipulations of this EULA will not result in the invalidity of the other stipulations, which retain their full force and effect.

17.2. This EULA may only be modified by way of an amendment signed by all the Parties to the agreement.

17.3. It represents all the undertakings that exist between the Parties. It replaces and cancels any prior oral or written undertaking relating to the object of this EULA. PRAXINOS® complies with the legal provisions that apply to the processing of data.

ARTICLE 18. TOLERANCE

It is formally agreed that any tolerance or waiver by one of the Parties to the application of all or part of the undertakings herein, regardless of the frequency or duration thereof, does not constitute an amendment to this EULA nor create any right whatsoever.

ARTICLE 19. ADDRESS FOR SERVICE - NOTICE - CONTACT INFORMATION

19.1. Unless stipulated otherwise in this EULA, for the enforcement thereof and for any potential procedure or legal action that may result therefrom or ensue thereafter, the parties state their addresses for service are as follows:

• For PRAXINOS®: 7 Avenue de Blida in Metz (57000), France

• For the User: Postal address used at the time Odyssey is provided (billing address), failing which any other postal address communicated at the request of PRAXINOS®.

Any change in address for service will only be enforceable as of receipt of the notification thereof by registered letter with a request for an acknowledgment of receipt thereof (or an equivalent form of service that exists in the country in which the End User resides, or its electronic equivalent) by the other party.

19.2. For any notification of an ordinary nature (questions, claims, technical assistance service), the parties will communicate electronically as follows:

• For PRAXINOS®: via the contact form on the website https://praxinos.coop/contact or the email address contact@praxinos.coop

• For the User: email address communicated at the time Odyssey is provided, failing which any other email address communicated at the request of PRAXINOS®.
The End User undertakes to provide a valid email address and to check it on a regular basis.

ARTICLE 20. AGREEMENT ON PROOF

20.1. Communications shared by email are valid means of communication, accepted for evidentiary purposes by the End User and PRAXINOS®.

20.2. All information saved in PRAXINOS®'s information system databases has, until proven otherwise, the same probative value as a signed written paper document both in terms of its

content and in terms of the date and time it was communicated and/or received. These immutable, safe and reliable traces are recorded and saved in PRAXINOS®'s information systems.

20.3. PRAXINOS®'s documents, which reproduce this information, as well as the copies or reproductions of documents made by PRAXINOS®, have the same probative value as the original until proven otherwise.

ARTICLE 21. AGREEMENT LANGUAGE

The Parties agree that this agreement, written in French, is subject to the laws of France. If an English version of this agreement is made, the French version will take precedence should a conflict regarding the interpretation thereof arise.

ARTICLE 22. APPLICABLE LAW - MEDIATION - DISPUTES

22.1. This EULA is subject to the laws of France and to no other law to the extent possible.

22.2. In order to jointly reach a solution for any dispute that may arise as this EULA is entered into, interpreted, enforced and/or terminated, the parties will attempt to reach an amicable settlement first.

22.3. End User who is a consumer/License Holder who is a non-professional: If the End User/License Holder is not satisfied with the response provided by PRAXINOS®'s teams or if they fail to respond within a period of thirty (30) days from the transmission of the request, said End User/License Holder may, in accordance with Article L. 612-1 of the French Consumer Code, file a written claim with the mediation service PRAXINOS® is a member of.

• In this regard, the End User/License Holder may seize "Médiation Professionnelle":
either directly online on its website: https://www.mediateur-consommation-smp.fr/procedure-acces-mediation/;

• or by contacting the Consumer Rights Mediator at: *Société de la Médiation Professionnelle, Médiation de la Consommation, 24 rue Albert de Mun, 33000 Bordeaux, France*, indicating the full contact information of the End User/License Holder (telephone and email address), the nature of the request, a description of the dispute, their expectations of the mediator and the solution foreseen, as well as all the factual evidence that may help the mediator understand and perform their analysis (including copies of communications with PRAXINOS® attesting to the attempted settlement of the dispute);

• or by email to: saisine@mediateur-consommation-smp.fr
The consumer rights mediation entity must be seized in writing and in French.
The solution the consumer rights mediator proposes cannot be imposed on the parties, who are free to exit the mediation process at any time.
If the agreement for the provision of Odyssey was entered into exclusively remotely, the End User/License Holder may also use the online dispute settlement platform for services provided by companies in the European Union (the "ODR Platform") made available by the European Commission to all European citizens, by clicking on the following link http://ec.europa.eu/consumers/odr

IF THE PARTIES FAIL TO REACH AN AMICABLE SETTLEMENT, THE DISPUTES WILL BE SUBMITTED TO THE COMPETENT FRENCH COURTS UNDER COMMON LAW CONDITIONS, EXCEPT IN THE CASE OF MANDATORY PROVISIONS THAT ARE MORE FAVORABLE TO THE END USER/LICENSE HOLDER.

22.4. With regard to End Users/a License Holder acting as professionals, ALL DISPUTES RELATED TO THE DRAWING UP, INTERPRETATION, ENFORCEMENT OR TERMINATION OF THIS EULA OR IN RELATION THERETO AND THAT CANNOT BE SETTLED AMICABLY WITHIN 30 DAYS FOLLOWING THE ONSET OF THE DISPUTE WILL BE SUBJECT TO THE COMPETENT COURTS OF METZ (FRANCE).

22.5. This EULA describes certain rights. The End User/License Holder may have other rights conferred by applicable mandatory laws in their country of residence or of their establishment. This EULA does not modify said rights if the mandatory laws do not allow for said modification. Potential warranty and appeal limitations and exclusions provided in this EULA may not apply to the End User/License Holder by virtue of applicable mandatory laws in their country of residence or of their establishment.

Praxinos® Odyssey - Unreal® Engine Sublicense Agreement

Please read this Agreement carefully. It is a legal agreement between you and Sublicensor that explains your rights and obligations related to your use of the Unreal® Engine.

You are receiving a copy of the Unreal® Engine from Sublicensor as an integrated part of Praxinos® Odyssey -. The Unreal® Engine is property of Epic Games, Inc. Sublicensor has obtained certain rights to sublicense the Unreal® Engine to you as an integrated part of Praxinos® Odyssey -, under the terms of this Agreement. By downloading, installing or using this software, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, please do not download, install or use this software.

Certain words or phrases are defined to have certain meanings when used in this Agreement. Those words and phrases are defined below in Section 11.

ARTICLE 1. License Grant

Sublicensor grants you a non-exclusive, non-transferable, non-sublicensable license to use, display, and perform the Licensed Technology for any lawful purpose, provided that you maintain a valid license to use Praxinos® Odyssey - (the "**License**"). However, the rights that Sublicensor grants you under the License are subject to the terms of this Agreement, and you may only make use of the License if you comply with all applicable terms. Further, you acknowledge that Sublicensor has limited rights to grant you a license to the Licensed Technology and that any purported grant of license in violation of those rights is null and void.

The License becomes effective on the date you accept this Agreement, or install or use any portion of the Licensed Technology. The License does not grant you any title or ownership in the Licensed Technology.

Allowed forms of Distribution

You may not use the Licensed Technology to Distribute a Product other than a Product which solely relies on the Licensed Technology for production of non-interactive content and which is Distributed in a form that does not contain the Licensed Technology or Praxinos® Odyssey - or, in order to deliver, rely on servers running the same.

Other Restrictions

You may not sublicense the Licensed Technology. You may not engage in any activity with respect to the Licensed Technology, including as incorporated into a Product, (1) in violation of any applicable law or regulation; or (2) in support of a claim by you or any third party that the Licensed Technology or the Unreal® Engine infringes a patent.

ARTICLE 2. Third Party Software

The Engine Code includes Third Party Software components. If Third Party Software has separate software license or attribution requirements, the license terms or other attribution requirements for Third Party Software components can be found in the installation directory for each engine version (under the /Engine/Source/ThirdParty/Licenses sub-folder). By entering into this Agreement and using Third Party Software, you are accepting the terms of those licenses. In this case, the Third Party Software terms will govern your use of the Third Party Software, and if there is inconsistency, those terms will take precedence over the terms of the License for the Third Party Software. You agree that the owners of the Third Party Software are intended third party beneficiaries to this Agreement in relation to your uses of Third Party Software.

ARTICLE 3.   Ownership

Epic or its licensors own all title, ownership rights, and intellectual property rights in the Engine Code. You own all rights in the Products you develop under the License, other than the Licensed Technology or any part thereof. All rights granted to you under this Agreement are granted by express license only and not by sale, and all of those rights are limited by the terms of this Agreement. No license or other rights will be created hereunder by implication, estoppel, or otherwise.

ARTICLE 4.   Disclaimers and Limitation of Liability

As used in this paragraph, "Materials" refers to the Engine Code, and all other materials and information provided or made available by Epic, regardless of whether provided directly or indirectly, including as the same may be modified in any way by Sublicensor. To the maximum extent permitted by applicable law, neither Epic, its licensors, nor its or their affiliates, nor any of Epic's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Materials or otherwise in connection with this Agreement, including but not limited to loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will Epic, its licensors, nor its or their affiliates, nor any of Epic's service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this Agreement or the Materials, or the delay or inability to use or lack of functionality of the Materials, even in the event of Epic's or its affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if Epic or its affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in those states or jurisdictions, the foregoing limitations of liability shall apply only to the full extent permitted by law.

ARTICLE 5.   Termination

(a) Termination for Breach. Sublicensor may terminate this Agreement by providing notice if you materially breach any provision of this Agreement and the breach is not curable or, if it is curable, you fail to cure the breach within the earlier of (i) fourteen (14) days of notice of the breach or (ii) if the agreement governing your use of Praxinos® Odyssey - provides for a shorter cure period for breaches (including no cure period), such shorter cure period.

(b) Termination for Patent Action. The Agreement (and, for the avoidance of doubt, the License) will terminate automatically as of the date you commence any claim that the Licensed Technology or the Unreal® Engine infringes a patent, or otherwise support any claim by a third party that the Licensed Technology or the Unreal® Engine infringes a patent.

(c) Surviving Provisions
Sections 2, 3, 4-6, and 8-13 will survive expiration or termination of this Agreement.

ARTICLE 6.   Governing Law and Jurisdiction

You agree that this Agreement will be deemed to have been made and executed in the State of New York, U.S.A., and any dispute will be resolved in accordance with the laws of New York, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute must be brought in the federal courts located in the Borough of Manhattan, State of New York. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

ARTICLE 7.   Amendments of this Agreement

Sublicensor may issue an amended Agreement on the same terms and pursuant to the same notification mechanism as provided for amendments under and to the agreement that governs your use of Praxinos® Odyssey - at any time in its sole discretion. You are not required to accept the amended Agreement. However, in order to use new Versions, you must accept the amended Agreement. By downloading or using a new Version you hereby agree to be bound by the amended Agreement. If you do not accept the amended Agreement, you may not download or use any new Version that is made available by Sublicensor contemporaneously with or after the issuance of that amended Agreement (but this will not terminate your License for the Licensed Technology that you downloaded or otherwise obtained from Sublicensor prior to the issuance of the amended Agreement). If you are a legal entity, acceptance of an amended Agreement by any of your employees or agents through whom you are exercising rights under this Agreement will be binding on you. Any Versions of the Licensed Technology that Sublicensor has made available to you, and for which you have accepted any applicable amendment to this Agreement as described in this Section 7, are considered part of the Licensed Technology and may be used under the License (as amended by that amendment).

ARTICLE 8.   Notices

Notices may be provided under this Agreement on the same terms and pursuant to the same notification mechanism as provided under the agreement that governs your use of Praxinos® Odyssey -.

ARTICLE 9.   No Assignment

You may assign this Agreement and all of your rights and obligations hereunder to a third-party only (a) in whole and not in part; (b) concurrently with an assignment of the agreement governing your use of Praxinos® Odyssey - and all of the rights and obligations thereunder to such third-party; (c) and pursuant to a written instrument under which such third-party unconditionally agrees to be bound by the terms hereof. Any purported assignment in violation of this Section 11 shall be null and void.

ARTICLE 10.   Third Party Beneficiary

Epic is expressly made an intended third party beneficiary of the "Other Restrictions" paragraph of Section 1 and Sections 3, 4, 5, 6 and 9 and may enforce the provision thereof.

ARTICLE 11.   Definitions

As used in this Agreement, the following capitalized words have the following meanings:
"**Distribute**" means to provide or otherwise make a copy available, or to make its functionality available on a network.

"**Engine Code**" means the object code of the Unreal® Engine, including any future Versions, (and any object code compiled from the Source Code of the foregoing) as made available to you by Sublicensor under this Agreement.

"**Epic**" means the affiliate of Epic Games, Inc. that grants to Sublicensor the right to grant you the License hereunder, which as of May 20, 2019 is Epic Games International S.à r.l., a Luxembourg Société à Responsibilité Limitée, located at Atrium Business Park, 33 rue du Puits Romain, L8070 Bertrange, Grand-Duchy of Luxembourg, acting through its Swiss branch, having its principal business offices at Platz 3, 6039 Root, Switzerland.

"**Epic Trademarks**" means the trademarks, service marks, trade names and logos associated with Epic, Epic's games and other intellectual property, and the Unreal® Engine.

"**Licensed Technology**" means the Unreal® Engine, as may be modified by Sublicensor, and only as incorporated by Sublicensor into Praxinos® Odyssey -.

"**Other License**" means any agreement between you and Epic, or any sublicensor authorized by Epic, other than this Agreement or any amendment to this Agreement, under which you are granted a license to use the Unreal® Engine to develop one or more product(s).

"**Other Product**" means a product developed pursuant to an Other License.

"**Product**" means any product developed under this Agreement that is made using the Licensed Technology or that combines the Licensed Technology with any other software or content, regardless of how much or little of the Licensed Technology is used.

"**Source Code**" means the human readable form of a software program, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable (object code).

"**Sublicensor**" means Praxinos®.

"**Third Party Software**" means third party software components included in the Engine Code. For avoidance of doubt, software in the following directory - /Engine/Extras/ThirdPartyNotUE/ - is not Third Party Software under this Agreement and is not distributed under this Agreement.

"**Unreal® Engine**" means the proprietary computer software program known as the Unreal® Engine and any updates or upgrades to the program made available by Epic.

"**Version**" means any updated or upgraded version of the Licensed Technology that Sublicensor makes available.

"**You,**" "**your**" or "**yourself**", whether or not capitalized in this Agreement, means you as an individual or the legal entity exercising rights under this Agreement through you. For legal entities, "you," "your" and "yourself" include any entity that controls, is controlled by, or is under common control with you, where "control" means the power, direct or indirect, to cause the direction or management of the entity in question, whether by contract or otherwise, or ownership of 50% or more of the outstanding shares or beneficial ownership of the entity in question.

ARTICLE 12. Other Licenses

You may enter into Other Licenses, including without limitation the Unreal® Engine End User License Agreement available at https://www.unrealengine.com/eula. Other Licenses are not modified or otherwise affected by this Agreement. For Other Products, the terms of your applicable Other License will govern all matters (including royalties, notifications, feedback, contributions, trademarks, service marks, trade names, logos, screen shots, and video content related to those Other Products) related to your use of the code, artwork, and content that are licensed to you under that Other License, instead of the terms of this Agreement.

As used in this Agreement, the defined term "Product" does not include Other Products, and except as described above, the terms of this Agreement applicable to Products do not apply to Other Products.

ARTICLE 13. Miscellaneous

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Sublicensor relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

Any act by Sublicensor to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.