



GENERAL TERMS AND CONDITIONS

Version dated 1st August 2020

This document defines the conditions under which the "VTS Player" application is used to read content generated with VTS Editor.

VTS Player is published by SERIOUS FACTORY, a French simplified joint stock company (société par actions simplifiée - SAS) with a share capital of €41,555.90, registered with the Nanterre Trade and Companies Register under number 500 592 183, whose registered office is located at 4 rue Gustave Flourens 92150 SURESNES (hereinafter "Serious Factory").

No specific terms and conditions shall, except after formal and written acceptance by Serious Factory, prevail over these General Terms and Conditions.

WHEREAS

VTS is a software suite that enables the design, development and deployment of serious games, simulators, and other digital and interactive contents dedicated to user training and communication topics. In order to read the content generated with the VTS Editor software, Serious Factory offers a content player in the form of an application called VTS Player.

VTS Player can be downloaded directly from an online store (mobile application or website) or via the solutions made available by SERIOUS FACTORY as part of its Virtual Training Suite software suite.

The use of VTS Player implies the acceptance of these General Terms and Conditions (hereinafter, the "T&Cs").

These T&Cs apply to anyone accessing VTS Player on a professional basis. When a user wishes to use the VTS software suite for personal and non-professional use, they must contact Serious Factory directly.

Section 1: Definitions

Each term beginning with a capital letter has the meaning indicated in its definition, whether in singular or plural form.

Application (also called "VTS Player"): refers to the application used to read Digital Contents generated via the VTS Editor software.

Digital Content: refers to the serious game, simulator, interactive digital content or, in general, any content accessible through VTS Player.

Website: refers to the website www.seriousfactory.com.

Training Editor: any person who creates Digital Contents.

User: refers to a user of VTS Player.

User Account (also called "Account"): refers to the account created by Users to access VTS Player.

User Data: refers to the data of Users who have downloaded, read or used Digital Contents, such as the number of Users who have participated in a session, their identity or their scores.

VTS Perform: refers to the online platform offering a turn-key solution for the deployment of training modules.

Section 2: Using VTS Player

2.1. Accessing the Application

Users can download VTS Player:

- From the Website, for the PC and Mac version; or
- From an online store such as the App Store or Google Play.

Users are then invited, in VTS Player, to enter their full name and email address in order to create an Account, but this remains optional.

The creation of a User Account is required to access Digital Contents made available to Users through VTS Perform. A User Account is not needed to access Digital Contents made available by a Training Editor via any other means (download, drive, etc.).

2.2. Using the Application

Once logged into their Accounts, Users can access the Digital Contents made available to them by Training Editors or Serious Factory through VTS Perform.

Any use of VTS Player by a User Account is deemed to have been made by the User himself, unless the User is able to demonstrate that his access credentials have been hacked.

Users commit to keeping their passwords strictly confidential.

Unless expressly agreed by Serious Factory, a User Account may not be sold or transferred to another person or entity.

Section 3: Financial Conditions

The use of the Application by Users is free of charge.

However, Serious Factory reserves the right to offer new services or options in the future that may be subject to special invoicing.

Access to the Application for free is subject to the connection costs incurred by Users, as part of the package subscribed with their network operators.

Article 4: Technical requirements

As of the date hereof, the Digital Content may be used on the following media via the VTS Player application:

PC/Mac :

- Operating system: Windows (7, 8, 10), MacOS (10.8 to 10.12)
- Graphics card (GPU):
 - Preferably a dedicated graphics card.
 - At least ATI Sapphire Radeon 5450 or GTX 220 Nvidia
 - 512 GB VRAM minimum
- Processor (CPU):
 - With dedicated GPU: Intel Core i3 or AMD Phenom X3 8650
 - With integrated GPU: Intel Core i5-2300 2.8Ghz / AMD Phenom II X4 945 3.0 Ghz or equivalent
- Memory: at least 2GB of RAM

iPad (iPad 2 minimum, iPad 4 or above recommended, under iOS 7.0 minimum)

Some Android tablets (OS version 2.3.1 or higher, ARMv7 (Cortex) CPU with NEON or Atom CPU; OpenGL ES 2.0 or higher).

The use of VTS Player on a computer requires the following system requirements:

- PC: Windows 7 +SP1, + multimedia packs if version "N" version
- Mac: Mac OS X 10.8 or higher
- 4 GB of RAM
- Processor (CPU) supporting SSE2 instructions
- Recent graphics card supporting: DX9 (shader model 3.0) or DX11 (feature level 9.3). Some older models of integrated cards do not work properly with VTS Player.

Using VTS Player on an iOS device (iPad, iPhone) or Android requires compliance with the following system requirements:

- iOS :
 - iOS 8 or higher (iPad 4th generation or higher, iPhone 5s or higher)
- Android:
 - Android 4.1 or higher
 - Processor (CPU) ARMv7 (Cortex) with NEON or Atom support
 - OpenGL ES 2.0 or higher
 - 2 GB of RAM

Users acknowledge and agree that these requirements may evolve as later VTS Player versions are released. Users shall therefore regularly consult the list of prerequisites to keep themselves informed of eventual updates.

Users acknowledge that access to Digital Contents and usage of VTS Player may vary depending on the capabilities of their smartphones, tablets or other devices on which the

Application is installed, as well as the quality of the network they use.

Section 5: Duration

Access to the Application is possible as long as it has not been uninstalled or deleted by Serious Factory.

Users of VTS Player understand that the Application may be updated, thus rendering the Application incompatible with their digital equipment, including their computers, smartphones or tablets.

Section 6: Consequences of termination of the Account

In the event of termination of the Account, for any reason whatsoever, Users may no longer access the Application.

The termination of an Account, for any reason whatsoever, does not give rise to any right to compensation to the User.

Section 7: Warranty

7.1. Serious Factory warrants that it holds all intellectual property rights and rights related to Digital Contents created by its employees or affiliates.

7.2. Serious Factory also warrants that nothing in the Digital Projects created by its employees or affiliates, including dialogues, scenarios, game play and game design, infringes the rights of third parties or public moral. In particular, Serious Factory undertakes, on behalf of its employees and affiliates, not to disseminate, via the Digital Content, comments of racist, defamatory, denigrating or abusive nature, and more generally, contrary to the laws and regulations in force, public order and morality.

Section 8: Liability

8.1. Liability of Serious Factory

In any event, Serious Factory shall not be liable to Users for any content produced by a Training Editor and accessible on the Application, especially regarding contents mentioned in 7.2.

Serious Factory does neither control nor intend to access Digital Contents created by third party Training Editors. Serious factory cannot, under any circumstances, be held responsible for the comments made or the content communicated in the Application, which remain the sole responsibility of the third party authors and Users.

Serious Factory allows Users, in the VTS Player application, to report any content or element that is offensive, illegal, likely to create a disturbance or contrary to the principles mentioned in 7.2.

In any case, Serious Factory can only be considered as a web hosting service within the meaning of article 6-I-2 of the law of June 21, 2004 ("loi pour la confiance dans l'économie numérique"), with regard to the words and contents of the Digital Contents.

Serious Factory cannot be held liable for any malfunction caused by:

- using third party hardware or software, including hardware or software owned or used by the User,
- a service provided by a third party;
- accessing Digital Contents.

8.2. Users' liability

Users access and use VTS Player under their sole responsibility.

Users agree not to use the VTS Player Application in a manner that is contrary or likely to be contrary to public moral and order and which constitutes or is likely to constitute a violation of the legal and regulatory provisions in force, in particular if their nature is related to (non-exhaustive list): drugs, alcohol, incitement to racial hatred, crime, harassment, denigration of other Users, Serious Factory, Serious Factory's employees, Training Editors, Training Editors' employees, usurpation of the identity of others, computer piracy (viruses, distribution of software copies, spam, abusive sampling in the database...), or the infringement of third parties' intellectual property rights.

In the event of a breach of these provisions, Serious Factory reserves the right to immediately terminate the concerned User's Account.

Section 9: Intellectual property related to the Software Suite

9.1. Property of Serious Factory

All intellectual property rights relating to VTS Player, including but not limited to copyrights, trademarks, patents, know-how, designs and models and sui-generis database rights, remain the exclusive property of Serious Factory, in accordance with the applicable provisions of the French Intellectual Property Code.

Any rights not expressly granted herein remain the exclusive property of Serious Factory.

In any event, Users undertake not to infringe, directly or indirectly, including through third parties, natural or legal persons, the property rights referred to in this article and to take all necessary measures to protect them.

As such, Users agree not to decompile, disassemble, reverse engineer, or attempt to discover, translate and/or reconstruct the source code and file of the VTS Player Application, or allow third parties to perform such acts, except in specific situations as provided by law.

9.2. Third Party Ownership

Digital Contents accessible through VTS Player remain the exclusive property of their respective Training Editors.

Section 10: Personal Data

In the course of its business, Serious Factory may collect personal data necessary for the management of Users' Accounts, including the last names, first names and email addresses needed to create a User Account.

Serious Factory may also collect personal data necessary for the management of alerts sent by Users.

These data are exclusively necessary for the performance of the services referred to in these T&Cs. They are collected, recorded and stored in accordance with the provisions of the law relating to data processing, files and freedoms of January, 6 1978 in its current version, as well as with the provisions of the GDPR.

The data are kept as long as the User has an Account that is not closed and within three months of the closing date. Serious Factory nevertheless reserves the right to archive any personal data it may have collected pursuant to this Agreement for the duration of the limitation period of liability actions. In this situation, the archived data will be stored on a secure server, that only the legal representative of Serious Factory may access, and this, exclusively in the context of a dispute whose resolution requires the judicial communication of said data.

The right to access, modify, rectify and delete personal data may be exercised by contacting customer service at the following email address: administration@seriousfactory.com.

Cookies may be automatically installed on the User's browser software when he/she accesses the Website. A cookie is an element that does not allow a person to be identified but is used to record information relating to the person's navigation on the Website. The browser settings may allow you to refuse cookies as described in the browser's "Internet Options" tab.

Section 11: Miscellaneous

11.1. Invalidity of one of the clauses or articles of the T&Cs shall not affect the validity of the other clauses and articles. In the event of the invalidity of one of the provisions of these T&Cs, it will be replaced by a provision whose content will be as similar as possible to the cancelled provision, provided that the new provision is balanced and does not affect the rights of Users and Serious Factory.

11.2. Any agreement derogating from or complementary to these T&Cs must be in writing.

11.3. The headings of the articles of these General Terms and Conditions are for convenience only and do not in any way affect the meaning of the provisions to which they refer.

11.4. No act of tolerance by Serious Factory, even if repeated, shall constitute a waiver by Serious Factory of any of the provisions of these T&Cs.

11.5. The General Terms and Conditions may be modified at any time by Serious Factory. For all purposes, Users will be informed of any modification of the General Terms and Conditions thirty (30) days before their entry into force. The use of the Application after the date of entry into force of the

new General Terms and Conditions constitutes acceptance of them.

11.6. French law shall be applicable to the T&Cs.

11.7. If no amicable agreement is reached within eight (8) days of the occurrence of a dispute resulting from the application of the T&Cs, notified by registered letter with acknowledgement of receipt, any difficulty relating to the validity, interpretation or execution of the T&Cs shall fall within the exclusive jurisdiction of the courts under jurisdiction of the Paris Court of Appeal.