

## GENERAL TERMS AND CONDITIONS OF USE

### SOFTWARES « IMMERSIVE INSIDE » AND « IMMERSIVE SPHERE »

#### 1. Object

The use of the Software implies the acceptance of and compliance with all the terms of these General Terms and Conditions of Use (hereinafter referred to as "GTC") and their unconditional acceptance.

The T&Cs are presented in English. The GCU are limited to defining your rights and obligations regarding the terms of use of the Software.

The GCU constitute a contract between You and SAS IMMERSIVE WAYS, a simplified joint stock company with a capital of 10,000 euros, located at 14 rue de la Guadeloupe - 97490 Sainte-Clotilde, registered with the RCS of Saint-Denis la Réunion under number 802 829 275, hereinafter "IMMERSIVE WAYS". Consequently, You are invited to read this document with the greatest care and to read it again each time You visit Our website.

IMMERSIVE WAYS may modify the T&C at any time. Any new version of the T&Cs will be published on Our website.

Last update of the T&C on 14/06/2019.

To consult the old versions, send an email to: [contact@immersive-ways.com](mailto:contact@immersive-ways.com)

French law shall be the exclusive law applicable to these T&Cs, excluding the conflict rules.

#### 2. Key features and functionalities of IMMERSIVE-INSIDE software

- Development platform and technology: Unity3D ;
- Deployment platforms: OSX and Windows;
- Playback of videos in 4K, 2K, HD dimensions according to the H.264 video codec and AAC audio codecs;
- Importing different media formats: .mp4, .mov, .wmv, .ogv, m4v, asf, webm, .jpg, .png, .wav ;
- Bin section, information section, timeline and player section

- The editing and layout of the various media mentioned above;
- The possibility of hybrid "flat" (standard flat format) / "360°" (spherical format) editing with fixed overlays on 360° media
- The visualization of the media mentioned above and the automatic projection change of the IMMERSIVE SPHERE player integrated in Inside according to the "flat" or "360°" format.

### **3. Key features and functionalities of IMMERSIVE-SPHERE software**

IMMERSIVE-SPHERE is a multi-platform player allowing to display all types of media in 2D and 360°, its characteristics are as follows:

- Development platform and technology: Unity3D
- Deployment platforms: Windows, OSX, Oculus Rift
- Playback of iwd format media created by IMMERSIVE INSIDE.
- Moving in the 360 media using the mouse and virtual reality masks and any peripheral devices that replaces the mouse;

### **4. Intellectual Property**

#### **4.1. Right of use**

IMMERSIVE WAYS retains the intellectual property rights to the IMMERSIVE INSIDE and IMMERSIVE SPHERE software, as well as all related prerogatives. This Agreement does not transfer any intellectual or industrial property rights on the IMMERSIVE INSIDE and IMMERSIVE SPHERE software.

IMMERSIVE WAYS grants the Client a personal, non-exclusive, non-transferable and non-transferable right to use the IMMERSIVE INSIDE and IMMERSIVE SPHERE software for its own purposes, for the duration of the intellectual property rights on the IMMERSIVE INSIDE and IMMERSIVE SPHERE software worldwide.

The Client may make a backup copy of the IMMERSIVE INSIDE and IMMERSIVE SPHERE software, unless such copy is provided by IMMERSIVE WAYS. The Customer shall have the same rights and obligations on the backup copy as on the IMMERSIVE INSIDE and IMMERSIVE SPHERE software licensed.

Apart from the rights granted in this article above and without prejudice to them, except with the prior authorization of IMMERSIVE WAYS, the Client is not authorized hereunder to :

- Sell or rent IMMERSIVE INSIDE and IMMERSIVE SPHERE software ;
- Modify the IMMERSIVE INSIDE and IMMERSIVE SPHERE software or merge the Software into other computer programs ;
- Compile IMMERSIVE INSIDE and IMMERSIVE SPHERE software or decompile, disassemble, translate, analyze;
- Reverse engineering of the IMMERSIVE INSIDE and IMMERSIVE SPHERE software or attempt to do so, except within the limits authorized by law.

#### **4.2. Trademark law**

The trademarks appearing in the context of the use of the IMMERSIVE INSIDE and IMMERSIVE SPHERE software have been registered with the National Institute of Industrial Property and are protected by Industrial Property law. Any reproduction or use of these trademarks, without the express prior authorization of its owner, is strictly prohibited.

#### **5. Guarantee**

In the event that a third party takes legal action against IMMERSIVE WAYS, following a breach by You of the T&Cs, which has caused direct or indirect damage to the third party (e. g. use of the IMMERSIVE INSIDE software or the IMMERSIVE SPHERE software that contravenes these General Terms and Conditions of Use and/or infringes the intellectual property rights of a right holder), You agree to indemnify IMMERSIVE WAYS in proportion to its liability in the commission of the disputed facts for damages, costs, expenses, including legal and litigation costs that IMMERSIVE WAYS would have been required to incur as a result of this action.