

Terms of Service – Enterprise Edition

Welcome

EON Reality Sports, LLC, a California limited liability company (“**EON Sports**”) provides expertise in development and operation of virtual/augmented reality interactive 3D software platforms and subscription management. EON Sports provides its virtual/augmented reality software platform streaming and digital services (the “**Services**” or “**Service**”) to allow streaming content to be experienced in 360 degree virtual/augmented reality on Android and iOS devices. The solution includes software and web sites hosted or made available by EON Sports.

Terms

This Terms of Service (the “**Terms**”) constitutes a contract between us. BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. In exchange for being enabled to use the service, you agree to abide by these Terms. This document describes in detail your rights and our rights relating to the provision and operation of the service.

The Terms include the provisions set forth in this document and in the EON Sports Privacy Policy (eonsportsvr.com/privacy-policy), and other terms or conditions that may be presented to you from time to time in connection with specific service offerings (all of which we collectively refer to as the “**Terms of Service**” or “**Terms**”). If you do not agree to these Terms, you do not have the right to access or use our service or purchase any products or services from EON Sports. By using the service and purchasing any products from EON Sports, you also acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, the use and treatment of your Account Information and your Content in accordance with such Privacy Policy.

Note that because the Service is a hosted, online application, EON Sports occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. If you are a customer of the Service, you also agree that EON Sports can disclose the fact that you are a customer.

Security

EON Sports is committed to protect and secure your Personal Information. Despite our commitment, no security system can be 100% effective and we cannot guarantee that your Information will be secure in all situations.

We will nonetheless take all reasonable and appropriate steps to insure the safety and security of your Personal Information. This includes using at least industry standard security measures to protect the loss, misuse, and unintended alteration of the Personal Information under our control. For example, our policy is that only those individuals who need your Personal Information to perform a specific job for us are granted access to that Personal Information. Likewise, all employees and contractors are kept up-to-date on our security and privacy practices. Finally, the servers that we store personally identifiable information on are in a secure environment.

Automatic Tracking

We use "cookies" and other automated tracking technology to monitor and collect Information regarding your interaction with the Site, Application, and services. Cookies include commonly used pieces of information in the form of small files that are placed on an individual's computer or mobile device to allow us to recognize your computer or

mobile device. "Web beacons" (also known as "single-pixel" or "clear" GIFs) include electronic images imbedded in the Site or Application used to pass information from your computer to us. We may use Cookies, web beacons, and other tracking technology that expire once you close your web browser or that persist and stay on your computer until you delete them. Most browsers will allow you to erase cookies from your computer or mobile device, block acceptance of cookies, or receive a warning before a cookie is stored. You may also be able to refuse certain web beacons by adjusting the settings on your browser or email software. Please refer to your browser or email software instructions or help screen to learn more about these functions.

Changes to Terms of Service

Changes in these Terms may happen, due to changes in our service and the laws that apply to us and you. If we make a change, we will provide you with notice. We will announce changes here at our site, and we will also explain the reasons for the change.

Account Sharing

EON Sports service accounts should not be shared. If you share your Account Information with anyone, that other person may be able to take control of the account, and we may not be able to determine who the proper account holder is. We will not have any liability to you (or anyone you share your Account Information with) as a result of your or their actions under such circumstances.

Your Rights in the Service

Once your account is created and you accept these Terms, we grant you a limited license to use the EON Sports service subject to these Terms, for so long as you are not barred from receiving the service under the laws applicable to you, until you close your account voluntarily, or until we close your account pursuant to these Terms, including the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears).

This Agreement may not be assigned by you without the prior written approval of EON Sports but may be assigned without your consent by EON Sports to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

Data Ownership

You retain copyright and any other rights you already held in your Content before you submitted, posted or displayed it on or through the service. But you do grant EON Sports a limited license, as described below, so we can make your data accessible and usable on the Service.

Other than this limited license and other rights you grant in these Terms, EON Sports acknowledges and agrees that we do not obtain any right, title or interest from you under these Terms in any of your Content. You, not EON Sports, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and EON Sports shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

In order to enable EON Sports to operate the service, you grant certain license and other rights to the content you submit so that our processing, maintenance, storage, technical reproduction, back-up and distribution and related handling of your content does not infringe applicable copyright and other laws. This means that by using the service and uploading content, you grant EON Sports a license to display, perform and distribute your content and to modify (for technical purposes, e.g., making sure content is viewable on

smart phones as well as computers) and reproduce such content to enable EON Sports to operate the service. You also agree that EON Sports has the right to elect not to accept, post, store, display, publish or transmit any content in our sole discretion.

Finally, you understand and agree that EON Sports, in performing the required technical steps to provide the service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services, or media.

All Content - such as text, images, software, videos and anything else you can think of, no matter what the form or technical structure (collectively, the "**Content**") - created, transmitted, stored or displayed in your account, is your sole responsibility as the person who created the Content or introduced it into the service. This applies whether the Content is kept private, shared or transmitted using the service or any third party application or services integrated with the EON Sports service.

If you install or enable Third-Party Applications for use with the Services, you acknowledge that we may allow providers of those Third-Party Applications to access your data as required for the interoperation of such Third-Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of your data resulting from any such access by Third-Party Application providers.

EON Sports' Rights Related to the Service

- **Content Rights.** While you own the content you store with the EON Sports service, you acknowledge and agree that EON Sports own(s) all legal right, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service that is hosted on EON Sports' servers. As a part of your use of the Service, you grant EON Sports the right to use and share your non-identifiable personal (anonymous) aggregated Customer Data and Content.
- **Intellectual Property Rights.** In agreeing to these Terms, you also agree that the rights in the Service and EON Sports Software, including all intellectual property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms and any separate Agreement. In particular, you agree to not modify, create derivative works of, decompile or otherwise attempt to extract source code from any EON Sports Software, unless you are expressly permitted to do so under an open source license or we give you express written permission.
- **Right to Update Our Software.** In connection with any modification of the Service, EON Sports may automatically download software updates on your devices from time to time with the intention of improving, enhancing, repairing and/or further developing the Service. EON Sports will endeavor to provide you with the option of whether or not to install the update; however, in certain circumstances (e.g., security risks), EON Sports may require you to install the update to continue accessing the Service. In all cases, you agree to permit EON Sports to deliver these updates to you (and you to receive them) as part of your use of the Service.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EON SPORTS, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR

EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF EON SPORTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICE, OR PROVIDING ANY SERVICES RELATED TO THE OPERATION OF THE SERVICE OR RELATED TO THE EON SPORTS MARKET; (v) EON SPORTS' ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; AND (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION. IN NO EVENT SHALL EITHER OF OUR AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

Choice of Law

This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Orange County in California.

Miscellaneous

- **Non-Exclusivity.** This Agreement is not exclusive, and each of us may freely contract with any other person, firm or entity concerning the subject matter hereof.
- **Confidentiality.** Each of us agree to and shall hold in confidence and not disclose to any third party, either directly or indirectly, the terms of this Agreement and any information that is supplied hereunder and is not publicly available, except where such disclosure is appropriate in order to protect our respective rights in the event of a default or breach by either of us; or is otherwise required by law. The confidentiality obligations of this Agreement shall survive the Term or earlier expiration of this Agreement. Although the specific terms of this Agreement are confidential, the fact of its existence is not.
- **Successors and Assigns.** All of the duties and obligations under the Agreement shall be binding upon and inure to the benefit of the heirs, devisees, successors in interest and permitted assignees of each of us.
- **Relationship of Parties.** It is mutually understood and agreed that each of us and each of our respective employees and agents are at all times acting and performing separately and independently of the other and are in no way or manner to represent themselves as agents or employees of the other. As such, neither of us shall incur any expenses nor create any liens or encumbrances on the other's name or against the other's interests. These Terms do not create a joint venture, partnership or relationship of principal and agent or employer and employee between either of us.

Contact Us

Contact EON Sports at info@eonrealitysportsvr.com.