

# Enklu's Terms of Service

Welcome to Enklu's software platform to create, operate, and experience mixed reality worlds. We offer you the opportunity to explore our platform and to join the community that contributes to its further growth.

This Terms of Service (also called "Agreement" or "TOS") is a legal agreement between Enklu, Inc. ("Enklu") and you regarding your use of Enklu's applications, including the Enklu Player and associated documentation (the "Platform"). Your use of the Platform constitutes acceptance of the terms of this Agreement.

## The License

Enklu hereby grants you a worldwide, non-exclusive license of the Platform solely as part of your academic work to create projects and your own "creations" only for non-commercial purposes and only for the Term (defined below) at all times subject to the limitations in this TOS. Enklu hereby grants you a license to download the Enklu Player, which involves making only one copy on your computer. Your use of the Enklu Player is subject to the grant of rights and the restrictions set forth in this Agreement.

## The Restrictions

When using the Platform, you must use it in a manner that complies with the applicable laws in the jurisdiction(s) in which you use the Platform. You are not permitted to sell, resell, rent, lease or exchange the Platform, any portion(s) thereof and/or results of your use of the Platform. You shall not remove or alter any proprietary notices or marks on the Platform. You are not permitted to make any copies or derivative works of any portion(s) of the Platform, but you are permitted to make changes so long as you contribute them to Enklu through uploading where specified to Github. Please remember that this software is licensed, not sold.



## Open-Source Notices

When using the Platform, you must use it in a manner that complies with the applicable laws in the jurisdiction(s) in which you use the Platform. You are not permitted to sell, resell, rent, lease or exchange the Platform, any portion(s) thereof and/or results of your use of the Platform. You shall not remove or alter any proprietary notices or marks on the Platform. You are not permitted to make any copies or derivative works of any portion(s) of the Platform, but you are permitted to make changes so long as you contribute them to Enklu through uploading where specified to Github. Please remember that this software is licensed, not sold.

To the extent the terms of the licenses applicable to Open-Source Components prohibit any of the restrictions in this Agreement with respect to such Open-Source Component, such restrictions will not apply to such Open-Source Component. To the extent the terms of the licenses applicable to Open-Source Components require Licensor to make an offer to provide source code in connection with the Product, such offer is hereby made, and you may exercise it by contacting.

## Intellectual Property Notices

The Platform and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Enklu. Enklu reserves all rights in and to the Platform not expressly granted to you in this Agreement.

The names Enklu, Enklu Web, Enklu Player, Enklu HoloLens, Trellis, and related Enklu logos and/or stylized names are trademarks of Enklu. You agree not to display or use these trademarks in any manner without Enklu's prior written permission.

## Disclaimers and Limitations on Liability

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. Enklu does not warrant that (i) the Platform will meet your specific requirements; (ii) the Platform is fully



compatible with any particular operating system or other software; (iii) your use of the Platform will be uninterrupted, timely, secure, or error-free; (iv) the results that may be obtained from the use of the Platform will be accurate or reliable; (v) the quality of any products, services, information, or other material purchased or obtained by you through the Platform will meet your expectations; or (vi) any errors in the Platform will be corrected.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Enklu SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Enklu HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RELATED TO THE SOFTWARE, including, for example: (i) the use or the inability to use the Platform; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Platform; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the Platform; (v) or any other matter relating to the Platform.

## Modification, Removal or Discontinuation, etc., of the Platform

Enklu reserves the right at any time and from time to time to modify, remove or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. Enklu shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Platform.

## Your Access

Enklu reserves the right at any time and from time to time to suspend or terminate your access to the Platform for any or no reason.

Changes to this Agreement by Enklu, Enklu reserves the right at any time and from time to time to revise, amend or otherwise modify this Agreement. Such changes will only apply to



your use of the Platform after you have consented to the changes. In other words, the previous version you accepted will apply to your use prior to your consent to such changes. If you do not agree to such changes, you must stop using the Platform. You can contact us at [contact@enklu.com](mailto:contact@enklu.com) to discuss changes to this provision.

The failure of Enklu to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

This Agreement constitutes the entire agreement between you and Enklu and governs your use of the Platform, superseding any prior agreements between you and Enklu (including, but not limited to, any prior versions of the Agreement). Except as set forth in this Agreement under the section "Changes to this Agreement by AR," this Agreement cannot be amended, modified or otherwise altered in any manner, whether oral or written (such as an exchange of emails), but only by a written agreement signed by an authorized officer of Enklu and by you that expressly states that the parties agree and acknowledge that this Agreement is being thusly altered. An exchange of emails does not constitute such a written agreement.

You agree that this Agreement and your use of the Platform are governed by California law, without giving effect to conflict of laws principles, statutes and case law. Enklu and you

## Term

The duration of this Agreement shall continue for as long as you use the Platform or any portion(s) thereof but in no event longer than ten (10) years ("Term") from the Effective Date. In addition, certain provisions of this Agreement relating to indemnification and limitations of liability shall survive for a period of five (5) years after the Term. Provisions regarding intellectual property shall survive indefinitely.

Please send any questions about this Agreement to [contact@enklu.com](mailto:contact@enklu.com).

Date of this version: 11/23/2021

