



## Cliniques et Développement IN VIRTUO

Clinic: 84 rue Dumas, Gatineau, Quebec, J8Y 2N3 CANADA

Tel.: (819) 962-8188

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### IN VIRTUO - IN VIRTUO SOFTWARE USER CONTRACT

PLEASE READ THE FOLLOWING CONTRACT CAREFULLY. BY PURCHASING AND INSTALLING SOFTWARE DEVELOPED BY 4431588 CANADA INC. (IN VIRTUO), YOU ACCEPT RESPONSIBILITY FOR RESPECTING THE FOLLOWING TERMS. IF YOU REFUSE TO RESPECT THE FOLLOWING TERMS, PLEASE DISCONTINUE THE INSTALLATION PROCESS AND ANY USE OF IN VIRTUO SOFTWARE IMMEDIATELY.

1. Licence. Our software is subject to user licensing. The licence authorizes you to use the software under the terms and limitations expressed in this contract. Once purchased, the licence gives you the right to install and run the software using a secured key. Under no circumstance may IN VIRTUO or any of its licensed agents, executives, employees, or directors be held responsible for accidental, special or incidental damages or loss of this secured key. If the buyer requests IN VIRTUO a new secured key to access the software, the cost will be 50% of the total amount (plus taxes, if applicable) of IN VIRTUO software market value on the day of the request.

2. Commercial usage. Only qualified professionals have the right to use the software with people suffering from a mental or physical health condition. This software may only be used as part of psychotherapy, a research project, or an intervention plan for the prevention and treatment of mental and physical disorders. The software's buyer is responsible for making sure that only professionals with the necessary skills and professional accreditations will use the software before buying, installing or using the software, as well as throughout its use.

3. User restrictions. The software contains copyrighted elements, trade secrets and other exclusive elements. It is forbidden to break down, modify, publicly display, create documents inspired by the software, dismantle, hack, reverse-engineer, or otherwise copy the software. The provisions made in section 2 notwithstanding, it is forbidden to rent, sell, lease, sub-license or distribute the software. You must not delete any copyright notices or other notices of exclusivity featured on the original software. You must not sell or resell the software.

4. Termination. The software's buyer is liable for the software's use and must, at all times, make sure that the software is used under the supervision of experienced professionals. If the buyer no longer wants to be responsible for the software, the buyer may officially transfer responsibility to another qualified professional by submitting written consent or destroy the software and the associated documentation. In the unlikely event that legal proceedings involving the buyer, a professional or a user are instituted, IN VIRTUO will not be held liable for any fees, including lawyers' fees, and the buyer shall indemnify and hold harmless IN VIRTUO from any costs, including lawyers' fees.

5. Disclaimer of warranties on the software. The buyer acknowledges that use of the software is entirely at the buyer's own risk. The software, documentation and media are delivered "as is".

In this regard, IN VIRTUO provides this warranty to the user as the software's publisher. This warranty is void if the defect follows from an accident, abuse, negligence or inappropriate use of the software. IN VIRTUO provides no warranty on hardware. It is the responsibility of the buyer to contact the manufacturer directly to get it repaired, replaced or returned. IN VIRTUO expressly



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disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose. IN VIRTUO does not guarantee that the software's functions will meet the buyers' needs or those of professionals and their patients. No verbal or written advice from any IN VIRTUO representative may be interpreted as a warranty of any kind or increase the scope of this warranty.

**6. Limitation of liability.** IN VIRTUO software is not a diagnostic tool or a treatment. IN VIRTUO virtual environments were developed as a tool for professionals doing psychotherapy with people suffering from mental or physical health conditions. For example, the software can be used as a tool to assist experienced health professionals during exposure exercises in virtual reality for the treatment of anxiety disorders or gambling disorders. The software must exclusively be used by a qualified mental health professional. IN VIRTUO assumes no liability for the risks taken by the buyer or professional using the software. IN VIRTUO assumes no liability with respect to people wanting to use the software themselves (without professional assistance), including people suffering from physical or mental disorders. Individuals suffering from physical or mental health disorders are advised not to use the software without the supervision of a qualified professional. The buyer acknowledges that any professionals using the software for therapeutic purposes must have the qualifications and experience required in mental or physical health, and specifically in the field for which the software was developed (for example, but not limited to, specific phobia, posttraumatic stress disorder, pathological gambling) as well as in the use of virtual reality, before engaging in therapy with a patient. If an adverse event occurs while using IN VIRTUO software and is directly caused by the use of the software (and not the virtual reality equipment, professional's skills, wrong diagnosis, infrastructure of the establishment, etc.), contact immediately IN VIRTUO's team ([info@invirtuo.com](mailto:info@invirtuo.com) / +1-819-962-8188).

Under no circumstances may IN VIRTUO or any of its licensed agents, executives, employees, or directors be held responsible if the software or dongle is lost or for accidental, special or incidental damages resulting from the use or inability to use the software or its documentation, even if the parties are advised of potential damages. In no event may IN VIRTUO's full liability to you for any damages, losses or legal proceedings exceed the amount paid for the software.

Furthermore, IN VIRTUO cannot be held responsible, directly or indirectly, for the installation and use of the virtual environments. The buyer accepts full responsibility for the installation and use of the virtual environments and virtual reality in general. IN VIRTUO offers a maximum of two hours of technical support by email or telephone for operating the software only and none of the related hardware (computer, virtual reality headset, wireless mouse, monitor, etc.). This technical support is offered for one year following the date of purchase of the unlimited access version of the software. For the other short-term access versions, technical support is not free once the software is installed and is functional at that time. Unless explicitly stated otherwise on the purchase order, service contract or invoice, each call/email will be calculated in minimum increments of 30 minutes, up to a maximum of 120 minutes.

IN VIRTUO software was developed as a complementary tool for psychotherapy, not as a treatment per se. No therapeutic tool, including our software, can claim to be 100% effective for 100% of the people who use it. Even though there is favourable scientific data related to the software's use, IN VIRTUO does not guarantee its effectiveness.



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The buyer, professional, or any other party who uses the virtual environments accepts full responsibility for the potential risks associated with virtual reality immersions and acknowledges that unwanted negative side effects may occur, such as cybersickness (nausea, disorientation, dizziness, eye strain, etc.) and that there is a risk of exacerbating or triggering the disorder targeted by the treatment. Any buyer or professional using our software is responsible for informing patients and other parties of the risks. No studies to date have demonstrated a risk of developing an addiction to the virtual environments developed for the prevention or treatment of mental health disorders. However, the possibility that a user develops an addiction to using these technologies or as a result of their use cannot be ruled out. The professional is responsible for ensuring that it is not the case with each patient and IN VIRTUO accepts no responsibility in this regard.

The buyer, professional, or other party acknowledges that the use of virtual reality is not recommended with certain physical or mental conditions. For example, the consequences of using virtual reality for certain people, including, but not limited to, those suffering from schizophrenia, epilepsy, hypersensitivity to motion sickness; drug/alcohol users; etc., could be cause for concern. Also, some studies suggest that women, children under 12 years old and adults over 60 are more susceptible to unwanted negative side effects during immersion. It is vital that the buyer make sure that the professionals who use the software apply clinical judgment to decide whether a patient may be at risk, and the buyer is obligated to advise the professional and any potential user of the information contained herein. Since the decision to use the software must be made on a case-by-case basis, IN VIRTUO cannot be held responsible for use of the software with people considered at risk. IN VIRTUO offers workshops on this subject; contact us for more information (see website: [www.invirtuo.com](http://www.invirtuo.com)).

IN VIRTUO and its representatives will not in any case be held liable to the user or any other parties for any consequences associated with the software's use. IN VIRTUO does not guarantee that the software is free of bugs or will run without interruption. IN VIRTUO will not be held liable for any direct or indirect damages following from the installation, use, or inability to use the software. Specifically, IN VIRTUO is not liable for any loss of data, computer defect, work disruption, viruses or any other problems that may occur in the installation and use of the software. Protecting confidentiality is extremely important at IN VIRTUO. Consequently, IN VIRTUO does not collect, nor share, any personal information about users (e.g., patients) immersed in its virtual environments (VE), including, but not limited to, identity the user, choice of VE, frequency of use of VE, behaviors and actions in the VE, tracking, or options used in the various configuration menus.

**7. Legislation and severability.** This licence is governed by and interpreted in accordance with Canadian law (North America). Any legal proceedings against IN VIRTUO can only be instituted in the city of Gatineau, Quebec, Canada. If any clause of this licence is deemed invalid, the remaining clauses will not be affected.

**8. Complete agreement.** This user contract for the IN VIRTUO software represents the complete agreement between the parties regarding the use of the software and its documentation. However, IN VIRTUO reserves the right to change the terms of this licence agreement from time to time and will post any changes made on their website ([www.invirtuo.com](http://www.invirtuo.com)).



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9. Copyrights. The software and all associated copyrights, trade-marks and other intellectual property or sub-licences are the property of IN VIRTUO and are protected by Canadian copyright laws and the provisions of international treaties. You must treat this software like any other copyrighted material, in accordance with the laws in effect. We ask that you do not make any copies of this software without our authorization. The software for which you have purchased a user licence is the result of a considerable amount work by numerous people who make a living from its use. To report any copyright violations to IN VIRTUO, please call 1-819-962-8188 or write to IN VIRTUO at 84 rue Dumas, suite 302, Gatineau, Quebec, J8Y 2V6, CANADA.

The software works because of the IN VIRTUO licence. The licence allows the software to run on the Unity™ platform with some Rocketbox Studios™ stimuli (virtual animals and some virtual characters), as well as following agreements between IN VIRTUO and Université du Québec en Outaouais.

10. Draft licence contract. The draft licence contract applies to all consumers, Canadian or other.

I, the undersigned (last name, first name) \_\_\_\_\_, confirm that I am the buyer of the software and acknowledge that I am responsible for ensuring that the software is at all times used under the supervision of a qualified professional with the necessary skills to use it.

In buying this software, I confirm that I am fully and completely responsible for its use, either by me, professionals, or other members of the professional team. I acknowledge all potential risks associated with use of this software with people suffering from physical or mental health conditions and I understand that IN VIRTUO is in no way responsible for how the software is used by me, professionals, or anyone authorized to use it.

\_\_\_\_\_  
IN VIRTUO software buyer and user full name

\_\_\_\_\_  
IN VIRTUO software buyer signature

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Institution name

\_\_\_\_\_  
Mailing address, city, country, postal code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Phone number

(Last revision : December 10<sup>th</sup>, 2018)