

END-USER LICENSE AGREEMENT

CONVRS Communication Training Platform

Version 1.2 | Last Updated: April 2026

Click-Through Acceptance on Platform | Also Incorporated in Master Services Agreement

Smarter Reality, LLC | Round Rock, Texas | convrsplatform.com | frank@smarterreality.io

PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA" OR "AGREEMENT") CAREFULLY BEFORE ACCESSING OR USING THE CONVRS PLATFORM. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN SMARTER REALITY, LLC ("LICENSOR," "WE," "US," OR "OUR") AND YOU. IF YOU ARE ACCESSING THE PLATFORM AS AN OFFICER, TRAINER, OR OTHER PERSONNEL OF A LAW ENFORCEMENT AGENCY OR TRAINING ORGANIZATION THAT HAS EXECUTED A MASTER SERVICES AGREEMENT ("MSA") WITH LICENSOR, YOUR AGENCY HAS ALREADY AGREED TO THE MSA AND THIS EULA ON YOUR BEHALF. IF YOU ARE ACCESSING THE PLATFORM WITHOUT SUCH AN AGREEMENT IN PLACE, DO NOT USE THE PLATFORM.

BY CLICKING "I AGREE," INSTALLING, OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE PLATFORM.

1. Definitions

- "Agency" — The law enforcement agency, training academy, or governmental entity that has executed an MSA with Licensor and under whose authority You are accessing the Platform.
- "Platform" — The CONVRS VR training software, including the application, scenario library, CONVRS Curriculum, AI characters, feedback and analytics systems, trainer dashboards, and related materials.
- "Department License" — The subscription license granted by department (not per individual user), scoped to the number of concurrent seats specified in Agency's Order Form.
- "Authorized User" — An officer, trainer, or authorized administrator designated by Agency to access the Platform under the Department License.
- "VR Equipment" — A compatible Meta Quest 3 head-mounted display required to use the Platform in immersive VR mode.

2. License Grant

Subject to Agency's compliance with the MSA and this EULA and timely payment of all applicable Subscription Fees, Licensor grants Agency a limited, non-exclusive, non-transferable, revocable subscription license during the Term to:

- Install and use the Platform on compatible Meta Quest 3 VR headsets owned or controlled by Agency.
- Access the full scenario library (including new scenarios added monthly), the CONVRS Curriculum, real-time AI-driven feedback, performance analytics, trainer dashboards, and other features described in the documentation.
- Deploy the Platform in station-based, portable, or field training setups for Authorized Users under Agency supervision.

The license is a Department License: it is granted to Agency as a whole, not to individual users, and is scoped to the number of licensed concurrent seats specified in the applicable Order Form. Individual officers and trainers access the Platform as Authorized Users under the Department License. Licensor reserves the right to update or modify the Platform at any time and will use reasonable efforts to provide advance notice of material changes.

3. License Fees and Payment

Access to and continued use of the Platform requires payment of Subscription Fees as set forth in the applicable Order Form. All Subscription Fees are non-refundable except as expressly provided in the MSA. This is a subscription license only; no perpetual or ownership rights are granted. Licensor may suspend access upon non-payment as provided in the MSA.

4. License Restrictions

Agency and all Authorized Users shall not, and shall not permit any third party to:

- Copy, modify, reverse engineer, decompile, disassemble, or create derivative works of the Platform (except for permitted customization using built-in tools).
- Use the Platform for any purpose other than authorized internal law enforcement and de-escalation training, including no resale, commercial exploitation, entertainment use, or third-party demonstrations without prior written consent from Licensor.
- Remove, alter, or obscure any proprietary notices, trademarks, or copyright markings on the Platform or any output therefrom.
- Rent, lease, sublicense, distribute, or transfer the Platform or any license rights hereunder without Licensor's express written consent.
- Exceed the licensed number of concurrent seats or sessions specified in the Order Form.
- Use the Platform on any VR headset other than a Meta Quest 3 that meets Licensor's compatibility specifications.
- Use the Platform in violation of any applicable law, regulation, POST/IADLEST standard, applicable collective bargaining agreement, or other applicable legal requirement.
- Attempt to access, extract, or replicate the AI models, scenario scripts, branching logic, or other proprietary components of the Platform.

5. Intellectual Property

The Platform and CONVRS Curriculum, including all scenarios, AI characters, branching paths, algorithms, analytics tools, feedback systems, training content, documentation, and related materials, are owned exclusively by Licensor and are protected by U.S. and international intellectual property law, including patents, copyrights, and trade secret protections. This Agreement grants no ownership rights — only the limited subscription license described herein. All rights not expressly granted are reserved to Licensor.

6. VR Equipment Requirement

The Platform is designed for and requires a Meta Quest 3 VR head-mounted display. Agency is responsible for ensuring its headsets are compatible with the current Platform version and are maintained in accordance with the manufacturer's guidelines. Licensor does not warrant the compatibility or performance of third-party hardware. Licensor may provide updated compatibility specifications from time to time; Agency is responsible for ensuring its hardware meets current specifications.

If Agency purchases Meta Quest 3 headsets through Licensor, the terms of the Hardware Addendum govern that purchase. If Agency uses its own headsets, Agency is solely responsible for their purchase, maintenance, and compliance with manufacturer guidelines.

7. VR Health and Safety

VR use may cause motion sickness, disorientation, eye strain, nausea, headaches, or other physical or psychological effects. Agency and designated trainers must:

- Ensure all Authorized Users review and comply with the Meta Quest 3 manufacturer safety guidelines before each session.
- Provide and maintain a safe, obstacle-free physical environment for all VR sessions.
- Have a trainer or supervisor present during all VR sessions to monitor for signs of distress or adverse reaction.

- Limit session duration (Licensor recommends fifteen (15) to thirty (30) minutes) and require adequate breaks between sessions.
- Brief each officer on the emotionally realistic and immersive nature of scenarios before their first use.
- Ensure officers with known health conditions (e.g., photosensitive epilepsy, vestibular disorders) consult a medical professional before participating.

Licensor disclaims all liability for health, safety, or psychological issues arising from VR use. Agency agrees to indemnify Licensor per Section 11.

8. Data and Privacy

The Platform may collect anonymized usage data, performance metrics, and training outcome data to provide feedback, generate compliance reports (e.g., POST hours), and improve the Platform. Data collection and processing are governed by the Privacy Policy (available at convrsplatform.com and incorporated into the MSA) and the Data Processing Agreement. Agency retains control over agency-specific data. By using the Platform, Agency agrees to comply with all applicable privacy and data protection laws, including any obligations relating to officer personnel records.

9. Export Controls

The Platform and its underlying technology may be subject to U.S. export control laws and regulations, including the Export Administration Regulations (EAR). Agency agrees to comply fully with all applicable export laws, not to export, re-export, or transfer the Platform to prohibited parties or destinations, and to flow these obligations down to all Authorized Users. These obligations survive termination.

10. Updates, Modifications, and Termination

Licensor will provide Platform updates, patches, new scenarios, and enhancements on a regular basis as part of the subscription. Material changes to this EULA will be communicated via email or in-Platform notification; continued use after the effective date of changes constitutes acceptance. Licensor may terminate or suspend access for breach of this EULA (including non-payment or license restriction violations) consistent with the MSA. Upon termination, Agency must immediately cease all use and delete or uninstall all copies of the Platform.

11. Indemnification

Agency agrees to indemnify, defend, and hold harmless Licensor and its affiliates, officers, directors, employees, and agents from and against any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from: Agency's or any Authorized User's use or misuse of the Platform; violation of this Agreement or applicable law; Agency Content; export control non-compliance; or any training-related injury, incident, or VR safety issue caused by Agency's failure to comply with Section 7.

12. Disclaimer of Warranties

THE PLATFORM AND CONVRS CURRICULUM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF CONTENT, OR THAT THE PLATFORM WILL MEET ALL APPLICABLE REGULATORY REQUIREMENTS, BE ERROR-FREE, OR ACHIEVE SPECIFIC TRAINING OUTCOMES (SUCH AS REDUCED USE-OF-FORCE INCIDENTS). THE PLATFORM IS A TRAINING TOOL WHOSE

EFFECTIVENESS DEPENDS SUBSTANTIALLY ON TRAINER IMPLEMENTATION AND OFFICER ENGAGEMENT.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY AGENCY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM (OR \$10,000 USD, WHICHEVER IS GREATER). LICENSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Governing Law

This Agreement is governed by the laws of the State of Texas, without regard to conflict of law principles. Disputes shall be resolved exclusively in state or federal courts in Travis County, Texas.

15. Miscellaneous

- Severability — If any provision is invalid or unenforceable, the remaining provisions continue in full force.
- Entire Agreement — This EULA, together with the MSA, Order Form, Privacy Policy, and DPA, constitutes the entire agreement regarding the Platform, and supersedes all prior representations or understandings relating to the subject matter hereof.
- Relationship to MSA — In the event of conflict between this EULA and the MSA with respect to license scope and restrictions, the MSA controls.
- Changes — Licensor may update this EULA; continued use after notice of material changes constitutes acceptance.
- Survival — Sections on IP (5), VR equipment requirement (6), export controls (9), indemnification (11), disclaimers (12), liability limitation (13), and governing law (14) survive termination.
- Electronic Acceptance — This EULA may be accepted by clicking "I Agree" on the Platform login screen. Such acceptance has the same legal effect as a written signature.

Contact

Questions about this Agreement? Contact: frank@smarterreality.io | convrsplatform.com | Smarter Reality, LLC, Round Rock, Texas, USA
