



Flashgroup End User License Agreement (EULA)

This agreement regulates your purchase and use of our services. When registering for a free trial period of our services or using our service as a official Flashgroup reseller, this agreement also governs that period. By accepting this agreement, or by selecting a field indicating your acceptance or by executing an order form referred to in this agreement, you agree to all the terms of this agreement. When you enter into this Agreement on behalf of a company or other legal entity, you hereby confirm that you have the authority to bind that entity and its affiliated entities to these Terms, in which case "you" or "your" will refer to the legal entity and its affiliates. If you do not have this authority, or if you do not agree to the terms, you must not accept this agreement and you may not use our services.

You may not use our Software and Products when You are our direct competitor unless You have our written consent. In addition, it is not permitted to use our services for the purpose of tracking its availability, performance or functionalities, or for any other benchmarking or competing purposes.

DEFINITIONS

"Start time" means the time that Flashgroup starts with recovery of the Error, after enforcing the Response Time, as determined in by Flashgroup.

"Best Effort" means the execution of corrective maintenance immediately when the relevant development capacity is available.

"Order form" means an order document and all associated attachments and additions on which the Software and Products are to be provided by Us to You are listed.

"Documentation" means Our online user manuals, documentation, and help and training materials, updated from time to time.

"Software" means the Flashover, Flashpoint and-or Flashaid software ordered by You as part of a trial period or an Order Form and made available online by Us.

"Products" means the soft- and/or hardware products ordered by You as part of a trial period or an Order Form and made available online by Us, including all associated offline components, as described in the Documentation.

"Purchased Services" refers to Software or hardware Products purchased by You or Your affiliate through an Order Form, which can be distinguished for a trial of services provided.

"End-User" means an individual authorized by You to use a Service, for whom You have ordered a Service, and to whom You (or We at Your request) have provided access to the Service. Users may include your employees, consultants, contractors and intermediaries.

"Affiliated company" means any legal person that directly or indirectly controls, is controlled by, or is under the same control as the legal entity in question.

"Recovery time" represents the time between (i) the time Flashgroup has detected an error or a customer has reported an error and (ii) the time at which the error was resolved, the software/hardware was replaced, or a workaround was created, as determined by Flashgroup



"Content" means information obtained by Us from Our content licensors or publicly available sources and provided to you based on the order form, as more fully described in the Documentation.

"Installation" stands for the carrier that has the Flashgroup License and relevant software. These can be Installations; PC, Oculus Quest (or other HMD), VR Box etc.

"Opening hours" Monday to Friday between 08:00 and 18:00.

"Agreement" stands for this EULA.

"Response time" stands for the time between (i) the time at which the customer has reported an error and (ii) the time at which Flashgroup send a response to the customer of receipt of the notification, as determined by Flashgroup.

"You" or **"Your"** or **"Client"** means the company or other legal entity for which You enter into this agreement and its affiliated companies or legal entities."

"Your Data" means electronic data and information submitted by or for You to the Purchased Services or collected and processed for You using Purchased Services, excluding the Content and Non-Flashgroup Applications.

"Working day" from 9:00 to 18:00 on Monday to Friday, with the exception of public holidays.

"We," "Us" or **"Our"** means Flashgroup or it's appointed Affiliate partner.



1. LICENSES

- 1.1. Perpetual License.** Upon payment of the applicable fees, Flashgroup grants You a perpetual, non-exclusive, non-transferable license to use the software as outlined in this agreement. This license allows you to install and use the software on the Flashgroup hardware and may not be transferred and installed on systems other than our Product.
- 1.2. Annual Update & Support Package:** The perpetual license does not include access to future updates or technical support. Users may opt into an annual update and support package for an additional fee. This package provides access to software updates, including bug fixes, feature enhancements, and technical support during the term of the package. If the package is not renewed, access to updates and support will cease, but the user may continue using the version of the software they originally licensed.
- 1.3. Restrictions.** You are not allowed to license, sub-license, reproduce, copy, modify, create derivative works of, sell, exploit, rent, lease, transfer, assign, distribute or disclose the Product or any part of it, except as stated in this agreement or confirmed by Us in writing.

2. PRIVACY AND DATA COLLECTION

- 2.1. User Data:** Flashgroup acknowledges that you retain full ownership of any data you submit or generate through your use of the software (“Your Data”). By using the software, you grant Flashgroup and its affiliates a worldwide, time-limited license to host, copy, transmit, and display Your Data solely as necessary to provide the services outlined in this agreement. Flashgroup will not acquire any rights over Your Data.
- 2.2. Non-Flashgroup Applications:** If you use any third-party applications in conjunction with Flashgroup software, you grant Flashgroup the right to use, host, and transmit such applications and any related program code to the extent necessary to facilitate their function within the software. You retain all rights in and to Non-Flashgroup Applications, except as necessary to enable their use within Flashgroup.
- 2.3. Anonymized Usage Data:** Flashgroup collects and processes anonymized usage data from your use of the software to improve its performance and functionality. This data may include interaction patterns, device information, and other non-identifiable statistics. Flashgroup retains ownership of this anonymized data and may use it for internal purposes such as software



improvement, product development, and analytics. No personally identifiable information will be shared or sold to third parties.

- 3. Privacy Policy:** Your use of the software is also governed by our Privacy Policy, which outlines in further detail how we collect, use, and protect your personal data. By accepting this agreement, you also agree to the terms of our Privacy Policy.

4. OUR RESPONSIBILITIES

- 4.1. Provision of Purchased Services.** We will (a) make the Software and Products available to You under this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional cost in addition to the standard license fee.

- 4.2. Updates.** Flashgroup will perform regular updates for the continuous operation of the Service. These updates fix known bugs in the software or make improvements to the functionalities. The updates are installed by You or Us on the relevant Installation after which it can be used immediately.

- 5. Commission knowledge and content.** The development of the Service will be outside Personnel of Flashgroup are supervised by an external committee. This committee consists of experts within the security domain. These experts determine together with Flashgroup the course of the product and offer frameworks that new functionalities and content must meet.

6. USAGE RESTRICTIONS

- 6.1. Prohibited Actions.** You may not, and agree not to, permit others to:

- a. Reverse engineer, decompile, or disassemble the software, except to the extent expressly permitted by applicable law.
- b. Modify, alter, or create derivative works based on the software.
- c. Rent, lease, sell, sublicense, or otherwise distribute the software to any third party without prior written consent from Flashgroup.
- d. Circumvent any technological measures designed to protect the software or gain unauthorized access to any system, network, or data associated with the software.
- e. Use the software for illegal purposes or to violate any applicable laws or regulations.



- f. Use the software in a way that imposes an unreasonable or disproportionately large load on the infrastructure of Flashgroup or its affiliates.

6.2. Single-User License. Unless otherwise authorized in writing by Flashgroup, the software may only be used by the individual or entity that has licensed the software. The license is limited to installation and use on the specific number of devices authorized in the purchase agreement. Sharing access credentials or allowing unauthorized users to access the software is strictly prohibited.

6.3. Non-Commercial Use. Unless you have purchased a commercial license, the software is licensed solely for personal or internal business use. You may not use the software for commercial purposes such as offering services to third parties for a fee or otherwise profiting from the use of the software without purchasing an appropriate commercial license.

6.4. Compliance with Export Laws. You agree to comply with all applicable export laws and regulations and ensure that the software is not exported, re-exported, or used in violation of any export restrictions in the jurisdiction(s) where the software is used.

6.5. Safety and Appropriate Usage. The Flashgroup product simulates fire, safety, and first aid incidents. You are strictly prohibited from using the product in the following circumstances:

- a. Actual emergency response activities: The product is a simulation tool and may not be used in real-life fire-fighting, first aid, or law enforcement situations.
- b. Outdoor usage in direct sunlight or wet conditions: The product is designed for controlled environments and must not be used in outdoor settings with direct sunlight, rain, or other adverse weather conditions.
- c. Unsafe environments: The product must not be used in any environment that poses a safety hazard or is reasonably considered unsafe under applicable workplace health and safety laws.

7. UPDATES AND MODIFICATIONS

7.1. Notification of Updates. Flashgroup will communicate available software updates through its online channels, including but not limited to newsletters, social media, and official notifications. Users will be informed of any important updates, and updates will be automatically downloaded unless otherwise arranged. In cases where manual updates or scheduling is required, Flashgroup or its Affiliate Partner will coordinate with the user to plan the installation.

7.2. Mandatory Updates. For optimal performance and continued support, updates are mandatory. By purchasing the annual update and support package, you agree to install all relevant updates as they are made available. Failure to install updates in a timely manner may result in suboptimal performance, and Flashgroup cannot guarantee the continued functionality of the software if updates are not installed.

7.3. Agreement to New EULA. With each software update, you may be required to accept an updated version of the End-User License Agreement (EULA). Continued use of the software following the installation of an update constitutes acceptance of the new terms and conditions. If you do not agree to the updated EULA, you may decline the update, but Flashgroup will not be able to provide ongoing support for outdated versions.

7.4. Modifications. Flashgroup reserves the right to modify, enhance, or discontinue features of the software as part of regular updates. While we strive to improve the user experience and functionality, certain features may change or be removed as part of these updates.

8. DURATION AND TERMINATION

8.1. Duration of the Agreement. This Agreement begins on the date you accept it and remains in effect until all licenses or subscriptions covered by this Agreement have expired or been terminated. In the case of perpetual licenses, the Agreement will remain in effect unless terminated as provided herein.

8.2. Termination by Either Party. Either party may terminate this Agreement under the following circumstances:

- a. **Insolvency or Bankruptcy:** If the other party files for bankruptcy or is subject to any proceedings that may result in insolvency, receivership, or liquidation.
- b. **Failure to Meet Recovery Times:** If Flashgroup fails to meet the agreed Recovery Times (as described in this Agreement) on six or more occasions within a calendar year.
- c. **Violation of Terms:** If the Client or User violates the Terms of this EULA, including but not limited to failure to comply with usage restrictions, payment obligations, or any other terms outlined herein.

8.3. Termination of Access. Upon termination of this Agreement, your access to the Software will be terminated. Access will cease at the end of the last paid period. If physical visitation by Flashgroup



is required to terminate access, you agree to provide such access within 14 days of the expiry of the last paid period.

8.4. Effect of Termination. Upon termination, you must immediately cease all use of the Software and destroy any copies of the Software in your possession, unless otherwise agreed in writing by Flashgroup. Any provisions of this Agreement that by their nature should survive termination will remain in effect, including but not limited to intellectual property rights, confidentiality, and limitation of liability.

9. WARRANTY DISCLAIMER

9.1. Software Warranty. Flashgroup provides the software "as-is" without any guarantees that it will be error-free or function uninterrupted under all conditions. During any period where the Client has purchased the update and support package, any issues or errors with the software may be reported and addressed in accordance with Section 10, "Support and Maintenance." Flashgroup will make reasonable efforts to resolve reported issues, but no guarantees are made regarding the timeliness or effectiveness of fixes. While Flashgroup will strive to maintain high standards of performance, the software is provided with no express or implied warranties, except as explicitly stated in this Agreement.

9.2. Hardware Warranty. Flashgroup hardware, including sensoric nozzles, firearms, tasers, and VR kits (collectively referred to as "the Installation"), comes with a standard 1-year factory warranty from the date of purchase. This warranty covers defects in materials and workmanship but does not extend to damages caused by misuse or negligence.

9.3. Damages Due to Negligence. Any damage to the hardware Installation resulting from negligence or improper use will be the responsibility of the Client. In cases where damage is not covered by an insurance policy, the Client will bear the full cost of repair or replacement, provided the damage is deemed culpable.

9.4. Voids of Warranty. The Flashgroup products have a warranty seal. This seal is attached to the Installation and must be intact when maintenance and repair work begins. If this seal is broken, the warranty on the Installation expires. In such a case, Flashgroup shall provide you with a quote with the necessary repair activities. Upon acceptance of the offer and completion of the recovery, Flashgroup will apply a new warranty seal to the Installation.



10. LIABILITY

- 10.1. Damages suffered by You.** Subject to the statutory liability on the basis of mandatory provisions, Flashgroup is never liable for any damage suffered by the Client. Liability for indirect damage, consequential damage, immaterial damage, trading loss, loss of profit or damage as a result of liability towards third parties is also expressly excluded.
- 10.2. Maximum liability.** If and to the extent that, despite the above, Flashgroup has any liability, for whatever reason, Flashgroup's liability is limited to the amount covered by Flashgroup's insurance. If the insurance in any case does not pay out, Flashgroup's liability is limited to the amounts paid by You for Products that are directly related to the legal claims. A series of related damage-causing events applies for the purposes of this article as one event / claim.
- 10.3. Third-party dependencies.** The operation of The Product is partly dependent on technical equipment and infrastructures originating from (third-party) suppliers, such as internet connections and hosting, which fall outside the sphere of influence of Flashgroup. Flashgroup is not liable for the functioning of the relevant technical equipment and intended infrastructures and the peripheral equipment used, or for failure or inaccessibility of or malfunctions in The Product, nor for any consequences thereof. You indemnify Flashgroup against all claims by third parties for damage as a result of such a malfunction or defect.
- 10.4. Client liability.** The Client is liable for the damage caused by errors in the documents supplied by him such as drawings, calculations, constructions, specifications and implementing instructions. If the Client wishes to make use of third parties (auxiliary persons, ancillary contractors and his auxiliary persons designated by him) during the work to be performed, he is liable for non-compliance or improper compliance with what is stipulated in the quotation, offer or agreement. The Client is also liable for the damage to the work to be performed which is due to unlawful acts of the aforementioned persons;
- 10.5. Third party claims.** You indemnify Flashgroup against any claim that third parties could assert against Flashgroup with regard to the execution of the Agreement. You also indemnify Flashgroup against all claims from third parties due to product liability as a result of a defect in a product or system that has been used or delivered by You and that also consisted of equipment, software or other materials supplied / installed by Flashgroup.

11. SERVICE LEVEL

11.1. Online Support & Maintenance Service. For the duration of this Agreement, You are entitled to online support and Hardware parts replacements in the event of a faulty Product which cannot be resolved through online support.

11.2. On-Site Maintenance Service. You may request on-site repair services. These services will be provided by Flashgroup or an appointed Affiliate. Additional charges may apply for on-site repairs. Flashgroup reserves the right to refuse on-site repair services if the distance to the nearest mechanic is greater than 250 kilometers. In such cases, the hardware Installation must be sent to Flashgroup's service center by courier or post for repair.

11.3. Hardware support period. Flashgroup guarantees the proper functioning of the software on the purchased hardware Installation for a period of three (3) years. After this period, Flashgroup advises purchasing a new hardware Installation (VR kit), as stability and performance on the existing Installation are no longer guaranteed.

11.4. Damages due to negligence. Any damage to the Installation caused by negligence or improper use is the Client's responsibility. Additionally, any damage not covered by an insurance policy will be the Client's responsibility, provided the damage is deemed culpable.

11.5. Notifications and priority setting. If an error is detected or reported by You or an End-User, Flashgroup will make every effort to process and prioritize the issue promptly. The priority levels are classified as follows:

Priority	Definition
1	A failure that makes the operational service unavailable to all or a significant proportion of users.
2	A malfunction in supporting software and hardware, which operationally leads to reduced functionality or effectiveness but does not affect the actual availability of the service, such as a malfunction in the Installation or WIFI connection.
3	A disruption in the operational service or in the supporting software and hardware that does not affect the availability or effectiveness of the service.
4	Notifications other than incident reports, such as requests for information, minor issues for which a workaround is available.

11.6. Start Time and Recovery Time. The following times are observed during Working Days and Opening Hours by Us when performing Corrective Maintenance:

Priority	Responsiveness	Start time	Recovery time
1	8 hours	1 working day	5 working days
2	8 hours	1 working day	5 working days
3	24 hours	Within one week	In consultation
4	24 hours	In consultation	In consultation

Errors that have a priority 2 or 3 or 4 and that are reported outside working days or opening hours will be processed the next Working Day. Errors that have a priority 1 will be corrected on the basis of Best Effort.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received any unlawful or improper bribe, refund, payment, gift or valuable product from our employees or representatives in connection with entering into this Agreement. Customary gifts and entertainment provided in ordinary business dealings will not violate the aforementioned rule.

12.2. Entire Agreement and Order. In the event of conflict or ambiguity between the following documents, (1) the applicable Order form, (2) the Terms & Conditions of Sale, (3) this EULA shall prevail.

12.3. Splitability. If any provision of this agreement is held by the competent court to be contrary to the law, this provision will be considered null and void but the other provisions of the agreement will continue to apply.