



Privacy Policy for Embodied Labs Application

This privacy policy governs your use of the software application Embodied Labs (“Application”) for desktop devices that was created by Embodied Labs. The Application is A Medical Education Virtual Reality Platform.

What information does the Application obtain and how is it used?

• User Provided Information

The user provided information we collect is designed to be anonymous. No personal information, including names, social security numbers, or any other information specific to an individual will be collected. We may collect personal opinions, as well as demographic information, such as age, race/ethnicity, and household composition.

• Automatically Collected Information

In addition, the Application may collect certain information automatically, including, but not limited to, the type of graphics processing unit you use, your head mounted display type, your school code, application version, your operating system, which lab you experienced, when you used the application, and other information about the way you use the Application.

Does the Application collect precise real time location information of the device?

This Application does not collect precise information about the location of your device.

Do third parties see and/or have access to information obtained by the Application?

This Application uses Google Forms to collect and visualize the user provided information.

What are my opt-out rights?

You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your device.

Children

We do not use the Application to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at support@embodiedlabs.com. We will delete such information from our files within a reasonable time.

Security

We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. Please be aware that, although we endeavor provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

Data Retention Policy, Managing Your Information

We will retain Automatically Collected information for up to 24 months and thereafter may store it in aggregate.

Changes

This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy on our website and notifying you in our Application. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

Your Consent

By using the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us. “Processing,” means using cookies on a computer device or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the United States. If you reside outside the United States your information will be transferred, processed and stored there under United States privacy standards.

CONTACT US

If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email at support@embodiedlabs.com.



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These Software Subscription and License Terms and Conditions (“License Terms”) apply to use of a particular module of a virtual reality software and related educational materials (collectively referred to herein as the “Embodied Labs Application”), which was developed and is owned by Embodied Labs, Inc., an Illinois corporation with its principal place of business at 222 W. Merchandise Mart Plaza, Suite 1230, Chicago, IL 60654 (hereinafter referred to as “Embodied”).

1. Subscription.

Subject to the terms and conditions in these License Terms including that the customer (the “Licensee”) execute an Order Form for the Embodied Labs Application, that the Licensee has paid the initial license fee and, following the initial term, pays any applicable renewal license fees, Embodied grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to access and use

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- (d) sell, license, sublicense, lease, rent, or distribute to any third party, or disclose, permit access to, or transfer to any third party, any portion of the Embodied Labs Application or the Documentation;
- (e) Use the Embodied Labs Application or the Documentation to operate a service bureau or to perform service department management services for any third party; or
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3. Accessing the Embodied Labs Application.

- (a) To access and download the Embodied Labs Application, Licensee will login solely through a user identification and a password (together, a “Password”) that will be issued to the Licensee by the Embodied. **Licensee is responsible for keeping all authorized user passwords strictly confidential and taking other reasonable precautions to prevent their unauthorized use.** Embodied will be entitled to presume that all use of the Embodied Labs Application using a Password is authorized by Licensee, and Licensee will remain liable for any damages or losses that are caused by access to the Embodied Labs Application using any such Password.
- (b) Licensee will take reasonable steps to protect against use of the Embodied Labs Application other than as authorized by these License Terms. **Licensee is responsible for insuring that each authorized user**



complies with the terms of these license terms.

Licensee will notify Embodied promptly of any unauthorized use of Embodied Labs Application or the Documentation of which it becomes aware.

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- (a) In consideration of the performance by Embodied of its obligations under these License Terms and commencement of access to the Embodied Labs Application, Licensee agrees to pay an initial license fee which will allow Licensee to use the Embodied Labs Application during the initial term. In order to continue Licensee's access to the Embodied Labs Application at the end of the initial term, Licensee shall be required to pay a renewal license fee as outlined in the Order Form. The Fees listed on the Order Form entitle Licensee to the number of authorized users listed on the Order Form. Additional users may become authorized, at Embodied's then applicable rates, as the same may be increased by Embodied from time to time as contemplated in the Order Form and these License Terms.
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- (c) Fees will be paid by Licensee within 30 days after receipt of the relevant invoice by Licensee.
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Embodied will provide Licensee with standard generally available updates to the Embodied Labs Application during the initial Term in return for payment of the initial license fee. Embodied may also offer optional modules or enhanced functionality from time to time, which Licensee may elect to obtain from Embodied in return for the payment of additional fees.

7. Term and Termination.

- (a) The initial term of the licenses granted under these License Terms will be for one (1) year (the "Initial Term"). After the Initial Term, the licenses granted under these License Terms will automatically renew for successive one month terms (each, a "Renewal Term" and together with the Initial Term, the "Term") subject to Licensee's continued payment of the monthly subscription and maintenance fee.
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 - (iii) Licensee fails to make prompt payment of amounts due to Embodied under these License Terms.
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8. Warranty and Disclaimer of Warranty.

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- (3) Licensee provides Embodied with prompt written notice of any error or defect.

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- (2) replace the defective portion(s) of the Embodied Labs Application; or
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(e) **Limitation of liability and exclusive remedy. In no event shall Embodied's liability for any and all**

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(f) **Disclaimer of consequential damages. In no event will either party be liable to the other for incidental, indirect, special or consequential damages arising out of or in connection with these license terms, including without limitation, loss of use, income or profit, or loss of or damage to any property or data (including data handled or processed through the use of the Embodied Labs Application) or any punitive damages, provided that the foregoing limitations shall not limit a party's right to indemnify for third party claims that may arise from a breach of the terms of these license terms or from the negligence, misconduct, or breach of applicable law by a party.**

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- (iii) terminate the licenses granted under these License Terms by giving Licensee written notice to such effect and refunding to Licensee a pro rata portion of all prepaid fees paid by Licensee based on the amount of such time period that the Embodied Labs Application is not available.

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- (a) Licensee agrees that it will hold the Embodied “Confidential Information” (as defined below) of Embodied in confidence to the same extent and the same manner as Licensee protects its own Confidential Information, but not less than reasonable care. “Confidential Information” means: the terms of these License Terms, the Embodied Labs Application, the Documentation, all information, specifications, or code which Embodied may have imparted and may from time to time impart to the Licensee relating to the Embodied Labs Application or Documentation, constitute Confidential Information.
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 - (iii) is required to be disclosed by a court order or other governmental action.

10. Miscellaneous Terms.

- (a) **Other agreements.** These License Terms, and the Order Form contain the complete agreement between the parties and supersedes all other agreements between the parties relating to the subject matter of these License Terms.
- (b) **Modification.** No modification, waiver or amendment of these License Terms will be valid unless in writing and signed by both parties.
- (c) **Waiver.** The waiver by either party of any default or breach of these License Terms in one instance will not constitute a waiver of any other default or breach or of the same default or breach in another instance.
- (d) **Injunctive Relief.** Licensee acknowledges and agrees that a violation of the rights of the other party under these License Terms may cause immediate and irreparable harm to Embodied for which money damages cannot compensate. Accordingly, notwithstanding any other provision of these License Terms, Licensee agrees that in the event of any such occurrence, or threat of same, Embodied will be entitled to seek immediate injunctive relief from any court or tribunal of competent

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- (f) **Jurisdiction.** Except as otherwise provided herein, any and all controversies or claims arising out of or relating to these License Terms and/or the relationship between the Parties shall be resolved by the federal and/or state courts of Cook County, Illinois. For the purposes hereof, Licensee and Embodied hereby submit to the jurisdiction of the federal and state courts of Cook County, Illinois and notice of demand, process and/or summons in connection with judicial proceedings, may be served upon Licensee or Embodied by registered or certified mail with the same effect as if personally served. Licensee and Embodied shall be entitled to recover from the other in any such court or other legal proceedings, in addition to such other relief as may be granted, reasonable attorneys’ fees and costs incurred in such proceedings and in enforcing the rights and obligations arising from or relating to these License Terms.
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- (k) **Severability.** If any provision of these License Terms



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