



Wrap Reality, Inc. VR System Terms of Use and Total Care Bundle Agreement

Effective Date: September 2025

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT HEALTH AND SAFETY WARNINGS, A LICENSE, USAGE RESTRICTIONS, LIMITATIONS OF LIABILITY, AND A DISPUTE RESOLUTION PROVISION INCLUDING A CLASS ACTION WAIVER AND AN ARBITRATION AGREEMENT, AND A LIMITATION ON THE TIME IN WHICH YOU MAY BRING CLAIMS AGAINST US.

By purchasing, downloading, installing, or using the Wrap Reality System or Software, or by purchasing the TCB, you acknowledge that you have read, understood, and agreed to be bound by this Agreement. If you do not agree, do not use the System or Software and contact Wrap to arrange for return consistent with applicable policies.

ARTICLE 1. Definitions

- 1.1 “Wrap Reality,” “Wrap,” “we,” “us,” or “our” means Wrap Reality, Inc., an Arizona corporation.
- 1.2 “Customer,” “you,” or “your” means the purchaser and/or end user of any Wrap Reality System, services, or the Total Care Bundle.
- 1.3 “Wrap Reality System” or “System” means the hardware, software, and accessories originally provided by Wrap Reality to Customer, including any updates, upgrades, scenario content, and related services. 1
- 1.4 “Software” means Wrap’s VR application(s), firmware, scenario content, and any related downloadable or embedded software made available by Wrap.
- 1.5 “Total Care Bundle” or “TCB” means the optional service package purchased by Customer that provides the benefits described in Section 10.
- 1.6 “Third-Party Services” means software, applications, services, content, virtual items, or functionality provided by third parties, whether accessed through or used with the System.
- 1.7 “Content” means any information, data, text, software, music, sound, photographs, graphics, video, messages, scenario content, or other materials accessible via or used with the System.

ARTICLE 2. Eligibility; Accounts; Authorization

- 2.1 Age. You represent and warrant that you are at least 18 years old and legally competent to enter into this Agreement. The System and Software are intended solely for users who are 18 or older. Any registration for, or use by, anyone under 18 is unauthorized.
- 2.2 Authority. If you accept this Agreement on behalf of an organization, you represent and warrant that you have full legal authority to bind that organization to this Agreement.
- 2.3 Accurate Information. You must provide accurate and up-to-date information to Wrap in connection with your purchase, registration, support requests, and use of the System.

- 2.4 Non-Transferability. Except as expressly authorized in writing by Wrap, accounts, licenses, and the TCB are non-transferable and may not be shared, assigned, or sublicensed.

ARTICLE 3. Health and Safety

- 3.1 Mandatory Warnings. There are important health and safety warnings, information, and instructions that you must read before using the System or allowing others to use the System, including manufacturer health and safety guidance for the VR headset and accessories you use. By using the System, you represent and warrant that you have reviewed and will comply with all applicable health and safety warnings and instructions and will ensure that all users of your System do the same. Some scenario content available through the Wrap Reality System may depict or simulate traumatic events, including but not limited to school shootings, violence, or other distressing situations. Such content may be triggering or cause emotional distress, including symptoms of post-traumatic stress (PTS) or related conditions. By using the System, you acknowledge these risks and agree to exercise discretion in selecting and participating in scenario content. If you or any user experience distress or adverse psychological effects, discontinue use immediately and seek appropriate support or professional assistance.
- 3.2 Risks. Failure to follow health and safety warnings may increase the risk of personal injury, property damage, discomfort, or other hazards, and may damage the System or accessories.
- 3.3 Supervision. If you allow others to use the System, you agree you are solely responsible for their actions and any injury they may incur.

ARTICLE 4. License Grant and Restrictions

- 4.1 End User License. Subject to terms of this Agreement, Wrap hereby grants you a personal, non-commercial, non-exclusive, non-transferable, limited, revocable license to access, install, and use the Software and scenario content on a single VR device and related accessories you own or control.
- 4.2 Ownership. The System, Software, scenario content, and any services are licensed, not sold. Wrap and its licensors retain all rights, title, and interest therein, including all intellectual property rights.
- 4.3 License Limitations. You may not:
- (a) use the Software on any device you do not own or control;
 - (b) copy (except as expressly permitted), adapt, modify, translate, or create derivative works of the Software or scenario content;
 - (c) distribute, transfer, disclose, rent, lease, lend, sell, sublicense, publicly display or perform, transmit, stream, broadcast, or otherwise exploit the Software or Content except as expressly permitted by Wrap or by law;
 - (d) make the Software available over a network for use by multiple devices at the same time;

- (e) reverse engineer, decompile, decipher, or disassemble the Software except as permitted by applicable law notwithstanding this restriction;
- (f) remove any proprietary notices or labels;
- (g) use Wrap proprietary interfaces or IP to design, develop, manufacture, license, or distribute third-party devices, accessories, or software for use with the System without authorization;
- (h) work around or circumvent technical measures controlling access or rights;
- (i) use the System to infringe the rights of Wrap, its affiliates, other users, or third parties.
- (j) You may not open, disassemble, modify, or attempt to repair the Wrap Reality System, Software, or any of its components without the express prior written consent of Wrap Reality. Any unauthorized repairs, modifications, or tampering will void all applicable warranties and may result in suspension or termination of support, service, or license rights. If you believe your System requires repair or service, you must contact Wrap Reality for authorized support and follow all provided instructions.

ARTICLE 5. Acceptable Use and Prohibited Conduct

5.1 You agree not to:

- (a) interfere with, disrupt, damage, disable, overburden, or impair the System or Software;
- (b) engage in illegal or unauthorized activity, or any activity that violates this Agreement, community standards, or any other applicable terms or policies;
- (c) use or attempt to use another user's account without authorization;
- (d) hack, emulate, or modify the Software or System;
- (e) use robots, spiders, crawlers, scrapers, or other unauthorized automation to access the System or collect data;
- (f) introduce viruses or harmful code;
- (g) circumvent security measures or filters; or
- (h) violate the rights of Wrap, our users, or any third party.

5.2 We reserve the right to remove content, restrict or disable access, or terminate licenses where we reasonably believe health or safety risks or violations are present.

ARTICLE 6. Software Updates and Functionality Changes

- 6.1 Updates. You authorize Wrap to provide and install updates, upgrades, and additional features to the Software, including firmware and scenario content, which may be required to continue operating the System.
- 6.2 Changes and Availability. We may introduce new features or services, or change, suspend, disable, remove, replace, update, roll back, or restrict access to features, services,

software, content, or any part of the System. Information, data, or content you create may be deleted or become inaccessible due to such changes. Features may vary by region or age and may require internet connectivity.

ARTICLE 7. Third-Party Services and Third-Party Terms

- 7.1 Access. The System may enable access to third-party services, websites, applications, content, and virtual items. Some Third-Party Services may be pre-installed or distributed by Wrap on behalf of third parties.
- 7.2 Third-Party Terms. Your use of Third-Party Services may be subject to additional terms, conditions, fees, and policies imposed by the third party. Wrap is not a party to such terms and is not responsible for third-party content, accuracy, legality, or performance. In case of conflict, this Agreement governs your use of the System.
- 7.3 Default License for Third-Party Services. If no end user license is presented by a third party, you receive a limited, non-transferable license to access and use the Third-Party Service for personal, non-commercial purposes; you may not modify, decompile, disassemble, create derivative works of, or sublicense such Third-Party Service except as permitted by law.
- 7.4 Discontinuation. We may disable third-party access to data or services where the third-party breaches agreements, our policies, or applicable law, or where such agreements terminate. To the maximum extent permitted by law, Wrap assumes no liability and will issue no refunds for any resulting impact on Third-Party Services.

ARTICLE 8. Data and Privacy and Device Signals

- 8.1 Technical Data. You agree that Wrap may collect and use technical data and related information about your System, Software, peripherals, and usage to facilitate updates, support, improvement of products, services, and technologies. Wrap will use such information in a form that does not personally identify you, unless otherwise permitted by applicable privacy notices or consents.
- 8.2 Signals and Indicators. You are responsible for using the System in a safe and respectful manner, including not tampering with features intended to signal that recording or data collection may occur in your environment where applicable law requires notice.

ARTICLE 9. Warranty, Disclaimer, and Limitation of Liability

- 9.1 Manufacturer Warranty. Wrap will pass through to You any manufacturer warranty applicable to the purchased System.
- 9.2 Extended Hardware Warranty (TCB only). See Section 10 for the TCB extended hardware warranty terms.
- 9.3 Limited Warranty Disclaimer. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SYSTEM, THE SOFTWARE, CONTENT, AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY,

FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WRAP DOES NOT WARRANT THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

- 9.4 LIMITATION OF LIABILITY. IN NO EVENT SHALL WRAP BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SYSTEM, SOFTWARE, CONTENT, OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF WRAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WRAP'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE GREATER OF THE ORIGINAL PURCHASE PRICE OF THE WRAP REALITY SYSTEM OR \$100 USD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES OR CERTAIN DAMAGES; IN SUCH JURISDICTIONS, THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

ARTICLE 10. Total Care Bundle (TCB)

10.1 Scope. If purchased, the TCB provides during the applicable term:

- (a) All new non-premium scenario releases for one (1) year from activation, delivered via USB or software download;
- (b) Access to Wrap's customer success/training team during business hours (on-site services excluded unless authorized);
- (c) Extended Hardware Warranty: This warranty extends the manufacturer's standard hardware warranty by 12 months beyond the standard period for original hardware components supplied with the System. If covered hardware fails due to defects in materials or workmanship during the extended period, Wrap will repair or replace the hardware at Wrap's discretion without charge except as otherwise stated; and
- (d) Accidental damage protection providing, during the applicable term, full replacement value for the System up to two accidental damage incidents per TCB term per System. This coverage applies regardless of fault for covered incidents. Each incident is subject to a flat service fee per component type (as pre-published by Wrap).

10.2 Exclusions. The TCB does not cover:

- (a) damage resulting from misuse, abuse, neglect, intentional damage, improper installation, unauthorized modifications, or repairs by non-authorized providers;
- (b) consumables or cosmetic damage (unless it impairs use of the System);
- (c) software customizations, configuration changes, or integrations with third-party software or hardware; or
- (d) hardware not originally provided by Wrap.

- 10.3 Customer Obligations. Customer shall maintain the System per Wrap's product care guidelines, use authorized service channels, and promptly notify Wrap of issues potentially covered under the TCB.
- 10.4 Discounted Replacement Program. For failures or damage outside coverage or beyond the two included incidents, Wrap may offer discounted replacement pricing (pre-published, subject to availability and revisions).
- 10.5 Diagnostic Evaluation. Wrap may inspect returned hardware to verify the nature of failure. For covered accidental incidents, Wrap will not dispute fault and the flat service fee applies automatically.
- 10.6 Term and Renewal. The initial TCB term is one (1) year from purchase or activation. Renewals must be purchased prior to expiration to maintain continuous coverage.
- 10.7 Transferability. The TCB is non-transferable and applies solely to the original purchaser unless expressly authorized in writing by Wrap.

ARTICLE 11. Indemnification

- 11.1 To the maximum extent permitted by law, you agree to defend (at our request), indemnify, and hold harmless Wrap and its affiliates, and their agents, employees, contractors, directors, officers, licensors, and service providers, from and against all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or connected with: (a) your purchase, installation, access, or use of the System, Software, or services; (b) your actual or alleged breach of this Agreement or other applicable terms, policies, warnings, or instructions; (c) your violation of any law or rights of any third party; (d) any content you provide, upload, or transmit; or (e) any access to or use of the System by third parties to whom you made access available. Wrap may select defense counsel and participate at its own expense and all settlements require Wrap's approval.

ARTICLE 12. Reservation of Rights, Suspension, and Termination Rights.

- 12.1 Suspension and Termination. Your access to or use of the System or Software may be restricted, suspended, or disabled, and you may lose access to accounts, information, data, or content if Wrap determines you have clearly, seriously, or repeatedly breached this Agreement or other applicable terms or policies, or if we believe your use creates a health or safety risk. Wrap assumes no liability for such loss to the maximum extent permitted by law. Wrap reserves the right to terminate any license, remove content, assist law enforcement, or pursue legal action where Wrap reasonably believes a violation of this Agreement, a health or safety risk, or unlawful conduct is present.
- 12.2 Effect of Termination. Upon termination, you must cease all use and destroy all copies of the Software.

ARTICLE 13. Export, Trade Compliance, and Supported Countries

- 13.1 Trade Laws. You will comply with all applicable U.S. and non-U.S. export controls, import controls, and trade sanctions laws. You will not use, download, export, re-export, provide,

resell, transfer, or otherwise transact with the System or Software if you or others are located in a country or region subject to comprehensive U.S. trade sanctions, are listed on U.S. or EU restricted parties lists, or for any prohibited purpose (including nuclear, chemical, biological weapons, or missile technology).

- 13.2 No Circumvention. You will not disguise your location through IP proxying or other methods.
- 13.3 Government Use. The System and Software are “Commercial Items” or commercial off-the-shelf items. U.S. Government end users receive only those rights granted to all other end users under this Agreement.

ARTICLE 14. Confidential Information

- 14.1 Definition of Confidential Information. “Confidential Information” means any non-public information disclosed or made available by Wrap, directly or indirectly, in any form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: (a) non-public information regarding the System, Software, scenario content, features, roadmaps, designs, specifications, schematics, architecture, source code, object code, firmware, interfaces, APIs, and security; (b) performance data, telemetry, logs, diagnostics, and test results relating to the System or Software; (c) business, financial, pricing, discount, and strategic information; (d) support tickets, correspondence, training materials, and documentation not generally available to the public; (e) the terms of any non-public quotations, order forms, or special offers provided to you; and (f) any information derived from the foregoing, including analyses, compilations, studies, or notes. Confidential Information does not include information that you can demonstrate: (i) is or becomes publicly available through no breach by you; (ii) was rightfully known to you without confidentiality obligations before receipt from Wrap; (iii) is independently developed by you without use of or reference to Wrap’s Confidential Information; or (iv) is rightfully obtained by you from a third party without confidentiality obligations.
- 14.2 User Obligations. You will: (a) keep Confidential Information strictly confidential; (b) not disclose Confidential Information to any third party without Wrap’s prior written consent; (c) use Confidential Information solely to install, access, and use the System and Software as permitted by this Agreement; and (d) protect Confidential Information using at least the same degree of care you use to protect your own similar confidential information, and no less than a reasonable degree of care.
- 14.3 Permitted Disclosures. You may disclose Confidential Information only to your employees, contractors, and professional advisors who have a legitimate need to know, are bound by written confidentiality obligations at least as protective as those in this Article, and to whom you remain responsible for compliance. Any other disclosure requires Wrap’s prior written consent.

- 14.4 Compelled Disclosure. If you are legally required by law, regulation, or valid court or governmental order to disclose Confidential Information, you will (to the extent legally permitted) promptly notify Wrap in writing to allow Wrap to seek protective measures, and you will disclose only that portion of Confidential Information that you are legally required to disclose.
- 14.5 Publicity and Non-Attribution. You will not issue press releases or public statements, or otherwise advertise or imply any partnership, certification, endorsement, or sponsorship by Wrap, without Wrap's prior written consent. You will not use Wrap's names, logos, trademarks, or other brand features except as expressly permitted in writing by Wrap.
- 14.6 Return and Destruction. Upon Wrap's written request or upon termination of this Agreement, you will promptly cease use of, and return or destroy, all Confidential Information in your possession or control.
- 14.7 Ownership and No License. All Confidential Information remains the exclusive property of Wrap. No rights or licenses (whether by implication, estoppel, or otherwise) are granted to you under any intellectual property rights of Wrap except as expressly set forth in this Agreement.
- 14.8 Injunctive Relief. You acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm to Wrap for which monetary damages would be inadequate. Wrap is entitled to seek immediate injunctive or equitable relief, in addition to any other remedies available at law or in equity, without the necessity of posting bond or proving actual damages.
- 14.9 Survival and Duration. Your obligations under this Article 14 survive termination or expiration of this Agreement. For information that constitutes a trade secret under applicable law, your obligations continue for so long as such information remains a trade secret. For all other Confidential Information, your obligations continue for five (5) years from the date of disclosure.

ARTICLE 15. Miscellaneous

- 15.1 Fees. You are solely responsible for any charges or fees related to your use of the System and Software, including internet or data charges, and any purchases, payments, transactions, or commerce activities made via Third-Party Services. Wrap assumes no liability for such activities.
- 15.2 Assignment. You may not assign this Agreement or any rights hereunder without Wrap's prior written consent. Any attempted assignment without consent is void. Subject to this restriction, this Agreement is binding on and inures to the benefit of the parties and their successors and assigns.
- 15.3 Modifications to Terms. Wrap may modify this Agreement, the TCB, and applicable policies to reflect changes in law, the System, Software, or services, promote safety and security, or for other business reasons. Unless required by law, we will notify you before

changes take effect and provide an opportunity to review. If you do not agree, you must discontinue use. Continued use after the effective date constitutes acceptance.

15.4 Severability and Waiver. If any provision of this Agreement is found unenforceable, it will be amended to the minimum extent necessary to be enforceable, or severed, and the remainder will remain in full force. Wrap's failure to enforce any provision is not a waiver. Any waiver must be in writing and signed by Wrap.

15.5 Applicable Law, Venue, and Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Florida and U.S. federal law, without regard to conflict of law principles. Except as otherwise provided in Section 15.6 (Dispute Resolution), you agree to bring any claims exclusively in state or federal courts located in Florida and submit them to their personal jurisdiction.

15.6 Dispute Resolution.

(a) **PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES BINDING, INDIVIDUAL ARBITRATION FOR MOST DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.**

(b) **YOU WILL SUBMIT ANY DISPUTES ARISING FROM THIS AGREEMENT, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON- PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND APPLYING THE LAWS OF THE STATE OF FLORIDA. THE SEAT OR LEGAL PLACE OF ARBITRATION WILL BE IN MIAMI, FLORIDA. YOU AGREE TO ARBITRATE IN YOUR INDIVIDUAL CAPACITY ONLY – NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS – AND YOU EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS ACTION BASIS. FURTHERMORE, UNLESS YOU AND COMPANY AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OF CLASS PROCEEDING. ALL ARBITRATION PROCEEDINGS ARE CONFIDENTIAL. ARBITRATION ORDERS AND AWARDS REQUIRED TO BE FILED WITH APPLICABLE COURTS OF COMPETENT JURISDICTION ARE NOT CONFIDENTIAL AND MAY BE DISCLOSED BY THE PARTIES TO SUCH COURTS. A PARTY WHO IMPROPERLY DISCLOSES CONFIDENTIAL INFORMATION WILL BE SUBJECT TO SANCTIONS. THE ARBITRATOR AND FORUM MAY DISCLOSE CASE FILINGS, CASE DISPOSITIONS, AND OTHER CASE INFORMATION AS REQUIRED BY A COURT ORDER OF PROPER JURISDICTION.**

(c) **ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

15.7 Survival. Any provisions that by their nature should survive, will survive termination of this Agreement.

- 15.8 Entire Agreement. This Agreement (including applicable health and safety warnings, and any additional terms referenced herein or presented with specific features, services, or content), together with the TCB terms if purchased, constitutes the entire agreement between you and Wrap and supersedes all prior or contemporaneous understandings relating to its subject matter.