



Liminal VR Pty Ltd (ABN: 95 604 859 289)

www.liminalvr.com

Liminal Partnership Program - Partner Agreement

Version: 5

Last Updated: 26 April 2024

This Partner Agreement applies to all persons who participate in the Partnership Program.

By agreeing to or participating in the Partnership Program, You agree to becoming a Liminal Partner and to the terms of this Partner Agreement, as follows:

- (a) If You are a Developer Partner, You agree to develop an Experience for the Liminal Platform in accordance with Part A of this Partner Agreement;
- (b) If You are an Education Partner, You agree to encourage students to develop an Experience for the Liminal Platform as part of their coursework or as a personal or group project which is not directly related to their coursework in accordance with Part B of this Partner Agreement;
- (c) You agree to act in accordance with Part C of this Partner Agreement.

Except as otherwise set out in this Partner Agreement, Your participation in the Partnership Program is subject to Liminal's approval. By participating in the Partnership Program, you agree to this Partner Agreement.

A. Developer Partners

1. Who this Part A applies to

1.1 This Part A applies if You are a Developer Partner.

1.2 You are a Developer Partner if:

- (a) You sign up as a Developer Partner via the sign up form at www.liminalvr.com/partnership-program.
- (b) You develop an Experience in collaboration with a Developer Partner;
- (c) You are a student of an Education Partner and are provided with access to the Psych Docs as part of Your course; or
- (d) You submit an Experience to Liminal for inclusion on the Liminal Platform.

2. Development of Experiences

2.1 As a Developer Partner, You agree to develop experiences for inclusion on the Liminal Platform.

3. Access to Psych Docs

3.1 Liminal will provide You with access to the Psych Docs to assist You with the development of Experiences in accordance with clause 2.1.



Liminal VR Pty Ltd (ABN: 95 604 859 289)

www.liminalvr.com

4. Collaborations

- 4.1 You must ensure that any person who You collaborate with to develop an Experience is made aware of, understands and acts in accordance with the requirements of this Partner Agreement.
- 4.2 If a person You collaborate with submits an Experience to Liminal in accordance with clause 5, they are deemed to have done so on Your behalf and with Your consent.

5. Submission and Publication of Experiences

- 5.1 You must ensure that any Experiences You develop:
 - (a) are provided along with any metadata to Liminal in any format we require for inclusion on the Liminal Platform, including providing project files via GitHub or other means acceptable to Liminal and in accordance with Liminal's instructions;
 - (b) complies with requirements, instructions or guidelines provided by Liminal, which includes but is not limited to:
 - (i) this Partner Agreement;
 - (ii) Liminal's SDK; and
 - (iii) the Liminal Developer Wiki at <https://www.notion.so/liminalvr/SDK-Documentation-82718f7c020847cd80e38b8b6671839d>.
 - (c) complies with any requirements, instructions or guidelines of any third party store or distribution platform from which the Liminal Platform can be downloaded;
 - (d) is free from bugs, errors, or malicious code (including Trojans, viruses etc);
 - (e) does not contain:
 - (i) copyrighted material, software, assets or Intellectual Property that is owned by a third party without obtaining all necessary approvals, consents or permissions necessary in order to grant the licence to Liminal in accordance with clause 7 of this Partner Agreement;
 - (ii) advertising, sponsorship, promotional or marketing materials;
 - (iii) content which, in Liminal's opinion, does not meet appropriate comfort or performance levels for users (eg. poor frame rates, aliasing, flickering, mipmapping, simulator sickness, eye strain, dizziness or other adverse reactions) and content which is otherwise inappropriate for any reason;
 - (iv) content which, in Liminal's opinion, is not consistent with:
 - (A) any policies, requirements or guidelines of Liminal;
 - (B) any policies, requirements or guidelines of any store or distribution platform from which the Liminal Platform can be downloaded;
 - (C) any policies, requirements, guidelines, legislation or regulations of any regulatory authority to which Liminal is accountable.



Liminal VR Pty Ltd (ABN: 95 604 859 289)

www.liminalvr.com

5.2 Publication of any Experience on the Liminal Platform is at Liminal's sole discretion. Publication of an Experience on the Liminal Platform in one third party store or distribution platform does not guarantee publication of the same Experience on any other third party store or distribution platform. Liminal may withhold approval of any Experience for any reason or modify an Experience in order to ensure approval.

5.3 Liminal may, in its sole discretion, remove Your Experience from the Liminal Platform for any reason, including, without limitation, the matters set out in clause 5.1 and any effectiveness or enjoyability metrics we collect on the Liminal Platform based on user feedback.

6. Use of Experiences in Experimental Research

6.1 Liminal and our research partners may use Experiences You develop for research purposes.

7. Intellectual Property

7.1 You will own any Intellectual Property Rights in any Experience You develop in connection with the Partnership Program.

7.2 You hereby irrevocably and unconditionally grant to Liminal, free of additional charge, worldwide perpetual, royalty-free, transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, publish, communicate, distribute, commercialise and exploit any Experience in any form whatsoever in connection with or for the purpose of the Liminal Platform including:

(a) to create derivative works for the purpose of the Liminal Platform;

(b) to port Your Experience to other devices;

(c) to upgrade Your Experience to work with any updates or changes to any game engine, Liminal's SDK or the Liminal Platform;

(d) to upgrade Your Experience to rectify or address any complaint made by a third party in relation to Your Experience;

(e) to prepare, optimise, update, upgrade, display or distribute Your Experience within software infrastructure underpinning the Liminal Platform and related services (including devices, mediums and methods of distribution or transfer supported in the future);

(f) to promote or make Your Experience available for download, distribution or transfer within the Liminal Platform;

(g) for any research and development purposes, including but not limited to any research and development that might potentially inform the Psych Docs or be used to develop any cognitive computing or artificial intelligence system, tool, algorithm, model or methodology; or

(h) for any other purpose in connection with the Liminal Platform.

7.3 Liminal or its licensors will retain ownership of Intellectual Property Rights in the Liminal Intellectual Property used by You in connection with the development or creation of the Experiences.



Liminal VR Pty Ltd (ABN: 95 604 859 289)

www.liminalvr.com

7.4 You agree not to release or commercialise any Experience You develop in collaboration with Liminal in connection with this Partner Agreement in the same or a substantially similar form on any third party store or distribution platform. However, we encourage You to commercialise the Experience elsewhere and to release or commercialise a modified or expanded version of Your Experience on such platforms if there are material differences to the version created for the Liminal Platform.

8. Attribution

8.1 Liminal will provide attribution to You or Your organisation in respect of any Experience You have developed that is published on the Liminal Platform.

B. Education Partners

9. Who this Part B applies to

9.1 This Part B applies if You are an Education Partner.

9.2 You are an Education Partner if You informally or formally incorporate the Partnership Program into a course that You offer to students or if You sign up as an Education Partner via the sign up form at www.liminalvr.com/partnership-program.

10. Access to Psych Docs for Teaching Purposes

10.1 As an Education Partner, You will be provided with access to the Psych Docs for teaching purposes and agree to encourage students to develop Experiences for the Liminal Platform.

10.2 Students who are provided access to the Psych Docs are Developer Partners for the purposes of this Partner Agreement.

C. General Terms

11. Who this Part D applies to

11.1 This Part D applies to all Partners.

12. Psych Docs

12.1 Liminal will provide You with access to the Psych Docs by providing You with a unique login and password.

12.2 You must not disclose the login and password or any contents of the Psych Docs to third parties for any purposes, except as follows:

- (a) Education Partners may distribute the login and password to staff and students who are participating in the Partnership Program; and
- (b) Developer Partners may distribute the login and password to persons contributing to the development of Your Experience.

12.3 You must ensure that any person to whom You provide access to the Psych Docs is aware that they are bound by this Partner Agreement.



Liminal VR Pty Ltd (ABN: 95 604 859 289)

www.liminalvr.com

- 12.4 The Psych Docs are Confidential Information and Intellectual Property of Liminal and You must ensure that You maintain confidentiality in the Psych Docs in accordance with clause 13 and must not reproduce, modify or publish the Psych Docs in any form anywhere without Liminal's permission in writing.
- 12.5 The Psych Docs is based on research conducted by Liminal's team and is subject to ongoing review and may change from time to time.
- 12.6 You acknowledge and agree that the information set out in the Psych Docs and the Liminal Platform and adjustments made by Liminal to any Experience you develop are provided 'as is'. The information and methodologies set out therein are of a general nature only. Liminal makes no representations and provides no warranties, advice or guarantees that the information or methodologies set out in the Psych Docs:
- (a) are accurate or complete;
 - (b) will be effective for all Experiences or all users; or
 - (c) are appropriate for any particular medical, clinical or therapeutic purpose or to diagnose or treat any particular medical or psychological conditions.
- 12.7 To the extent that You rely on the Psych Docs, You do so on Your own volition and at Your own risk. Liminal disclaims all liability arising from Your reliance on the Psych Docs, and in particular, for any medical, clinical or therapeutic application.
- 12.8 The Psych Docs may include materials or links to third party materials. Liminal makes no guarantees about such materials.

13. Confidential Information

- 13.1 You must not, and You must ensure that any person contributing to the development of Your Experience does not:
- (a) use or reproduce Confidential Information except as necessary to conduct the activities contemplated in this Partner Agreement; and
 - (b) disclose, publish, reproduce or otherwise make available any Confidential Information to any person, except as otherwise set out in this Partner Agreement.
- 13.2 You must take all reasonable steps to protect the Confidential Information from unauthorised use, access, or disclosure.

14. Removal from the Partnership Program

- 14.1 Liminal may remove You from the Partnership Program at any time if Liminal considers that You do not comply with this Partner Agreement, in which case, all Liminal's rights set out in this Partner Agreement will survive.

15. Liability

- 15.1 You indemnify, defend and hold Liminal and each of its employees and agents harmless against any Loss which any of them may sustain or incur as a result of or in connection with:
- (a) any infringement of the Intellectual Property Rights of any third party where such claim relates to, or is connected with, a failure by You to secure appropriate consents, licences, or approvals required for Your Experience;



Liminal VR Pty Ltd (ABN: 95 604 859 289)

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- (b) any Experience You have developed, created or contributed to for inclusion on the Liminal Platform;
- (c) any reliance by You on the Psych Docs in developing any product, application or experience;
- (d) any breach of this Partner Agreement by You or any person involved in developing Your Experience; or
- (e) any act or omission by You that constitutes negligence, fraud or deliberate or wilful misconduct.

16. No Representations about Liminal Platform

16.1 Liminal makes no representation or warranty and provides no guarantees that the Liminal Platform will contain any function, feature, process or tool previously announced or discussed.

17. Entire Agreement

17.1 This Partner Agreement constitutes the entire agreement between You and Liminal regarding its subject matter and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral.

18. No implied Terms

18.1 No terms will be implied into this Partner Agreement.

19. Variation of Partner Agreement

19.1 Liminal may update this Partner Agreement from time to time in its sole discretion, in which case, You are bound by the updated Partner Agreement. Please ensure that You periodically review this Partner Agreement.

20. No agency

20.1 You may refer to yourself as a Liminal Partner under the Partnership Program in accordance with this Partner Agreement.

20.2 Nothing in this Partner Agreement shall be construed as You working for or on behalf of Liminal or providing services to Liminal. You must not at any stage refer to Yourself as an agent, representative, trustee, service provider, or employee of Liminal.

21. Use of Logo

21.1 As part of providing full attribution to You, Liminal may include Your logo on its website, the Liminal Platform or in any advertising or promotional materials.

21.2 You may include Liminal's logo on Your website and in any advertising or promotional materials used in connection with the Liminal Platform or Partnership Program in accordance with any instructions or requirements provided by Liminal.



Liminal VR Pty Ltd (ABN: 95 604 859 289)

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22. Jurisdiction

22.1 This Partner Agreement is governed by the laws applicable in the State of Victoria in Australia.

23. Definitions and Interpretation

23.1 Definitions

Confidential Information means any technical, marketing, scientific, commercial, financial or other information of, about or in any way related to Liminal, including:

- (a) Intellectual Property of Liminal or research, methodologies, or knowhow made available to You by Liminal (including the Psych Docs);
- (b) any processes, policies, procedures, templates, or methodologies or Liminal made available to You under the Partnership Program;
- (c) any usernames or passwords provided by Liminal to You; and
- (d) any information designated by Liminal as confidential, which is disclosed, made available, communicated or delivered to You in connection with this Partner Agreement.

Developer Partner has the meaning set out in clause 1.2.

Education Partner has the meaning set out in clause 9.2

Experience means an experience created for the Liminal Platform, including a project file in Unity submitted by You to Liminal for feedback or for inclusion on the Liminal Platform and any asset or scripts used in the experience.

Intellectual Property means copyright, trademark, design, patent, semiconductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before, on or after the Commencement Date.

Liminal means Liminal VR Pty Ltd (ACN 95 604 859 289), and includes any related entities, assigns or successor bodies.

Liminal Platform means any publicly available community-based software or application that is connected or associated with the Liminal Partnership Program, which includes content or experiences designed to induce changes in mood, emotional and cognitive states and other psychological outcomes. This includes any version of the Liminal Platform that is offered, advertised and downloadable as an application on any device and from any store or distribution platform or is otherwise accessible or distributed via the world wide web (including future versions of the Liminal Platform incorporating WebXR, web 3.0, large language models, artificial intelligence, non-fungible tokens and blockchain technologies).

Liminal Intellectual Property includes all Intellectual Property of Liminal, which includes but is not limited to the Psych Docs, the Liminal Platform, any software development kit, application processing interface, website, scripts, text or other copy, 3D models, music files, interaction mechanics, animations, data, images, logos, tools, plug-ins, algorithms, templates, methodologies or reports, or any software or documentation or asset made available by Liminal to You under this Partner Agreement.

Loss means losses, damages, liability, costs, expenses, suits and claims (whether direct, indirect or consequential), including legal costs on a full indemnity basis.



Liminal VR Pty Ltd (ABN: 95 604 859 289)

www.liminalvr.com

Partners include any person who has joined the Partnership Program at www.liminalvr.com/partnership-program, including Developer Partners and Education Partners.

Partner Agreement means this partner agreement.

Partnership Program means the Liminal Partnership Program to which this Partner Agreement relates.

Psych Docs means the Psych Docs set out at www.liminalvr.com/psychdocs, or any other version of the Psych Docs reproduced or distributed elsewhere.

You means:

- (a) If you are a natural person, then you on our own behalf and any other person you are collaborating with,
- (b) If you are an organisation, then the company, trust, partnership, joint venture, association, body corporate or other legal entity, including any assigns or successor body.

23.2 Interpretation

In the interpretation of this Partner Agreement, the following provisions apply unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Partner Agreement;
- (b) a reference in this Partner Agreement to any legal requirement includes any law, legislation or legislative provision, statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (c) a reference to a clause or Part is a reference to a clause or Part in this Partner Agreement;
- (d) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (e) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other gender; and
- (f) a reference to the word "include" or "including" is to be interpreted without limitation.