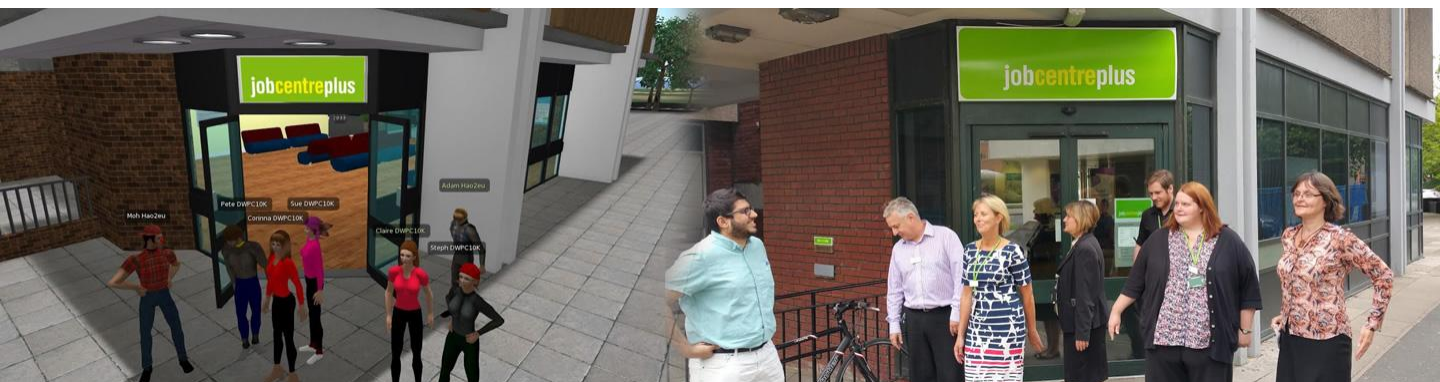




## 3D Cloud Desktops

Use our 3D Cloud Desktops to access our 3D Cloud Spaces using a personalised avatar from any internet connected PC, Mac, Tablet, Smartphone or Head Mounted Display. Our 3D Novations 3D Cloud Desktop removes traditional barriers to using our 3D Cloud Spaces such as legacy or old computing devices or lack of graphics processing capability. It also makes it quick and easy for new users to get started using their personal avatar and 3D Cloud Spaces.

3D Cloud Desktops can be booked online for one or more 2 hour sessions and we offer discounts for bulk bookings, booking in advance and off peak sessions. Use of 3D Cloud Desktops is subject to users agreeing to our Appropriate Use Policy and participating in Health, Safety, Safeguarding and Internet Security training which is provided via our 3D Cloud Spaces as part of their first session. As well as providing instant access to our 3D Cloud Spaces, our 3D Cloud Desktop also provide easy access to free tools we offer users including our 3D Cloud Portfolio.



Hao2.eu is a Cyber Essentials & Business Professional Certified Member of TechUK, trade association for the UK IT Industry.



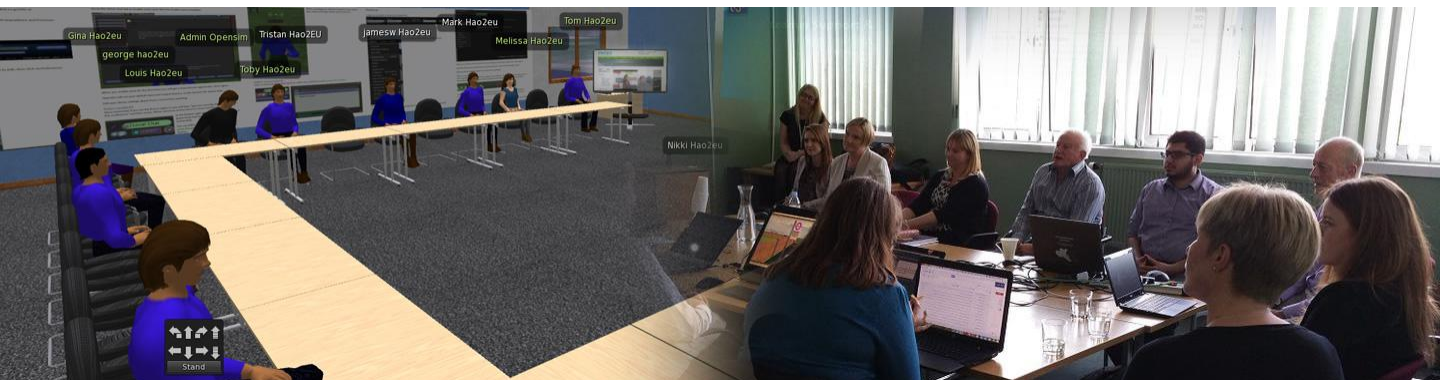
## About Us

Hao2.eu (pronounced "how to") is a Crown Commercial Supplier of award winning 3D Cloud Services on the Digital Marketplace and Specialists and Outcomes Framework. Our 3DNovations solutions enable public services to offer an engaging convenient 3D cloud alternative to traditional delivery methods which fail to meet many service users' needs.

Winner of the CBI / Nominet Trust Most Innovative Internet Business 2012, Hao2.eu is a "thought leader" for its ground breaking work harnessing the potential of 3D technologies.

Our customers and partners include NHS, Department of Health, Department of Education, Department for Work and Pensions /JobCentre Plus, universities such as University of the West of England and SmartLab at University College Dublin, charities such as the National Autistic Society.

These service definitions describe the innovative 3D Cloud Solutions and Services Hao2.eu offers via the Digital Marketplace under the 3DNovations brand. . Further information including videos and literature showcasing these services is available on our website [www.3DNovations.co.uk](http://www.3DNovations.co.uk)





## 1. DEFINITIONS

**"Account"** means the entirety of your contractual rights and obligations under this Agreement associated with a particular Account Name you have selected for accessing the Service.

**"Burst Resources"** are computing resources which automatically expand and contract in response to changes in application workload.

**"Client"** or **"User"** or **"you"** means the individual or entity purchasing the Service from the Company.

**"Cloud Software as a Service"** means applications running on a cloud infrastructure via a thin client interface. The user does not manage or control the underlying cloud infrastructure except limited specific application configuration settings.

**"Cloud Support Services"** means our support capabilities for the online infrastructure through live Support-Chat, Email, and Phone.

**"Company"** or **"we"** means Hao2.eu Ltd.

**"Content"** means any works of authorship, creative works, graphics, images, textures, photos, logos, sounds, music, video, audio, computer programs, applications, animations, gestures, text, objects, primitives, scripts, and interactive features.

**"Elastic Resources"** are additional resources which must be requested by the user. These resources may be at an additional cost.

**"Intellectual Property Rights"** means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law.

**"In-World"** means within the 3D virtual world environment provided by the Company.

**"Non Persistent Storage"** means that storage is inherent to virtual compute instance and therefore any data that it contains disappears when the virtual compute instance is terminated.

**"Service"** is the service offered by Hao2.eu Ltd accessed via our Servers and Platforms, including Hao2.eu In-World Content and User Content.

**"Servers"** are the online environments that support the Service, including without limitation: the server computation, electronic data storage, software access, messaging and protocols that simulate our virtual environment.

**"User Content"** means any Content that a user of the Service has uploaded to the Service.

## 2. CHANGES TO THIS DOCUMENT

The Company may review and update this document. We will publish notice of proposed amendments on our website at least 30 days prior to any implementation and amendment will not affect delivery of existing contracts.

## 3. ELIGIBILITY

Our Service is for use by persons aged 18 and over. Persons under 18 are prohibited from using / accessing our Service except as part of an educational programme led and managed by an appropriately qualified organisation.

Users may not be registered in the event that they are suspended under Clause 24.

## 4. 3D CLOUD SERVICES DESCRIPTIONS AND PRICING

Hao2.eu 3D Cloud services are priced as set out in the following table. More detailed descriptions of the services are provided elsewhere in this document.

All prices are quoted exclusive of VAT

Funding may be available from time to time from Hao2.eu or Autus - the Hao2.eu Foundation to help individuals and organisations fund the costs of these services

Email [info@hao2.eu](mailto:info@hao2.eu) and [info@autus.org.uk](mailto:info@autus.org.uk) for further details

## 5. INFORMATION ASSURANCE

Hao2.eu services is registered with the Information Commissioner and has been Tech UK Business Professional Certified member since 2012.

In September 2015, Hao2.eu 3DNovations achieved Cyber Essential Certification and plans to work towards Cyber Essential Plus Certification in 2016.



## 6. DISRUPTIONS IN SERVICE /SERVICE UPGRADE/ ROUTINE MAINTENANCE OF SYSTEMS

We may on occasion need to interrupt the Service with or without prior notice. Hao2.eu Ltd will not be liable for any interruption of the Service (whether intentional or not). The Company uses its best endeavours to provide an uninterrupted service. In the event of 'downtime' the Company will endeavour to restore service as quickly as possible and keep the Client informed as to progress.

Where access to the Service is interrupted for a period of more than 3 days, unless otherwise agreed in writing, the Company will reimburse lost time to the Client account, clients are not entitled to refunds of fees for loss of service.

Hao2.Eu Ltd will use its best endeavours to secure data and will handle data in accordance with our Information Security Policy. The Company accepts no liability for loss of data as a result of our routine maintenance, service upgrade or other interruption of service.

## 7. BACK UP/DISASTER RECOVERY/DATA RESTORATION

The Company conducts full back up of data every day between the hours of 21:00 to 22:30 where the Service will be inaccessible to maximize data integrity.

In the event of an emergency / disaster or unexpected interruption of Service which results in loss of data restoration of user information will be dealt with in accordance with our Business Continuity Policy and Disaster Recovery Policy.

Restoration of data which results from user error (for example, mistaken deletion from inventory) will be chargeable at the Company's hourly rate.

## 8. USER ON BOARDING /OFF BOARDING

User on boarding to the Service is designed to be simple and flexible. Sign up to the Service includes:

video tutorials

short tutorial notes with images

supported software download and / or account registration

We work closely with users to facilitate a smooth off boarding process in the event of termination of service or moving to alternative services.

## 9. DATA EXTRACTION / REMOVAL / SERVICE MIGRATION

The Company is committed to making the process of service migration efficient and simple and will use its best endeavours to facilitate the smooth transition from any of our Services to other providers

Users may request the suspension or cancellation of their avatar account at any time. Such suspension/cancellation will normally take effect within 48 hours, may incur costs and does not constitute cancellation of the Service.

Data Extraction and Removal requests are dealt with in accordance with the Company Data Processing Policy.

Where the Service is terminated:

- data will be held for a period of 6 months and Clients may request the extraction of their data anytime during that period.
- where requests are made for data after the 6 month period the Company cannot guarantee that the data will be available for extraction.
- there may be a fee for data extraction / removal which is set out in the Data Processing Policy.

It is not possible to return all content/data, please see the Data Processing Policy.

## 10. DATA STORAGE AND PROCESSING LOCATIONS

The Service is hosted at locations in the UK and data relating to Accounts may be stored and / or processed at any of our / our partner sites. All data is stored and handled in accordance with our Data Protection Policy and guidelines issued by the Information Commission.

## 11. DEPLOYMENT MODEL

The Service is deployed as a Private Cloud Services available on a paid subscription basis to individuals, public, non profit and private sector organisations. It is not geographically specific and accessed wherever there is an Internet connection. It can also be provided/accessed as a Private Cloud via a local area networks using our 3DNovations Hub or Node infrastructure as a service or specified through our consultancy services for commissioning as a bespoke Private Cloud.



## 12. SERVICE MODEL

Multi user services come with a minimum number of concurrent users as standard with the capability of increase where required and subject to the Company rate card. We will work with you to understand your requirements and support you in determining the most appropriate service model and resourcing to meet your needs and explaining what this means for you including:

Cloud Software as a Service or Cloud Support Services

- Burst or Elastic Resourcing
- Non Persistent Storage
- Resource guarantees

## 13. SUBCONTRACTORS

The Company may involve third parties from its approved associates, with specific expertise, in the delivery of the Service. If requested by the client as part of the contracting process, the Company shall identify these third parties, specifying in each case their specific expertise.

## 14. CONSUMER RESPONSIBILITIES

It is the responsibility of the Client to:

- ensure that firewall /anti-virus protection is comprehensive and up to date.
- update relevant internal policies and procedures to accommodate the use of the Service. The Company provides support and written guidance as to the nature of such updates.
- ensure, where the Service is accessed by VPN or corporate firewall, the opening of ports.
- adhere to the Company's policies and procedures which are issued for the safety and protection of all users and may be updated from time to time. Our policies include Safeguarding, Safe Space, and Information Security.

## 15. SERVICE MANAGEMENT

**Organisational structure** - the Company facilitates provision of the Service through 3 separate teams: Technical Infrastructure, Training and Environment Design. An organisational chart is available on request. The Company is led by the Managing Director supported by the Director of Operations and Development who is responsible for matters of quality and maintenance of our industry certified Business Professional Certificate.

**Customer service** - The Company seeks to provide a high standard of quality and operates under a Customer Care Policy which is regularly reviewed and updated.

**Complaints** - We welcome constructive input as to how we can improve our service. In the unlikely event of a problem or where clients consider that our quality standards are not met we ask that they follow the complaints procedure.

## 16. LICENSE

Hao2.eu Ltd grants a limited license to users to access and use our Servers/Platforms. Unless otherwise agreed in writing, this license includes the access rights to up to specified numbers of users depending on the Service purchased. Grant of the license is based on certain conditions which may vary from time to time including:

- any conditions set out in the Product Descriptions Annex [1]
- compliance with our terms of service, policies and procedures by you and users associated with you unless otherwise agreed in writing, you agree to Hao2.eu Ltd using, displaying, distributing and / or reproducing content produced by / for you for advertising, marketing or promotion purposes.

## 17. SERVICE CONSTRAINTS

3D Cloud Forum and Guild - Users must be over 18 years old.

3D Cloud Training and Support Services - Users must be over 18 years old.

Themed Cloud Space 3D - Branding customisation only, users must be over 18 years old for intros and demos.

## 18. TRAINING

To enable participants to effectively utilise the Service the Company provides the following training:

- Introduction to virtual reality 3D Cloud Services
- User registration and avatars
- Navigation and communication
- Accessing and using Inventories
- Healthy and safe usage of 3D Cloud Services
- Cyber-security



## 19. SERVICE LEVELS

**Performance** - IT equipment and broadband speed should meet minimum specification requirements for optimum performance of the Service. Full details of the minimum requirements are available set out in Clause 21 Technical Requirements. The Company is not responsible for reduced performance where minimum specifications are not met and requests for technical support from the Company in these circumstances may be rejected.

**Availability** - Subject to Clause 6 and /or other written agreement with the Client, the Service is available from 9:00 to 17:30 Monday to Friday.

**Support** - All technical issues and support requests should be reported to the Company using the following email address: [helpdesk@hao2.eu](mailto:helpdesk@hao2.eu). Response times are set out in the IT Service Level Agreement in accordance with Priority. The technical support team is operational Monday to Friday between 9:00 and 17:30.

## 20. ORDERING & INVOICING

All orders should be emailed to [info@hao2.eu](mailto:info@hao2.eu) Upon receipt of a duly authorised purchase order the Company will generate and supply an Invoice and Order Form confirming the Services to be provided. Invoices are payable within 30 days. The Company accepts payments via BACS and Paypal. Arrangements can be made for individuals funding Services with Personal Budgets.

## 21. TECHNICAL REQUIREMENTS

- Minimum PC specifications for running the Service: Intel dual core 1.6ghz running INTL HD graphics with 128/256mb shared graphic RAM or AMD dual core 1.6ghz running hd3200 graphics with 256mb shared graphics RAM. Generally, a 2007 machine or newer.
- Minimum IT security requirements for running the Service: up to date antivirus and enabling pc firewall if it is disabled.
- Minimum broadband requirements for running the Service: 1.0 Mbps download and 0.6 Mbps upload speed and a Ping time to ISP or any available public local server to be lower than 300ms is generally recommended.

## 22. ACCOUNTS

Your Account Name is the name of your Avatar (alter ego) and the name by which you will be identified in the virtual world. You may not use an Account Name which violates any trademark right, copyright, or other proprietary right or misleads other users regarding your identity or affiliation; Hao2.Eu reserves the right to delete or change any Account Name that we determine to be offensive or vulgar or otherwise inappropriate. Corporate users are encouraged to use a name that identifies them with their organisation.

For personal security we recommend that Account Names are not linked with emails or information that identifies your personal information. Users are directed to our Information Security policy and the guidance given as part of the Cyber-safety training.

You are responsible for all activities conducted through your Account. In the event that fraud, illegality or other conduct that violates these terms of service is discovered or reported (whether by you or someone else) in connection with your Account, we may suspend or terminate your Account (or Accounts) as described in Clause 25/26.

## 23. PASSWORDS

- All accounts must have a password which is selected at the registration stage.
- Users are responsible for maintaining the confidentiality of passwords.
- Hao2.eu accepts no liability for any harm resulting from your disclosure, or authorization of the disclosure of your password or from any person's use of your password to gain access to your Account or Account Name.

## 24. INTELLECTUAL PROPERTY

All Intellectual Property Rights you already hold are retained by you in relation to Content created and uploaded or published to Hao2.eu Ltd's Servers. You grant Hao2.eu a non exclusive right to use on a royalty free basis your content for publicity and non commercial purposes only.

Hao2.eu Ltd owns Intellectual Property Rights in and to the servers including in world content and in and to our trademarks, service marks, trade names, logos, domain names. Such Intellectual Property Rights are apart from any rights you may have in Content you upload, publish or submit to the Service, as set out in paragraph a above. You acknowledge and agree that Hao2.eu Ltd and its licensors own all right, title, and interest in and to the Service, including all Intellectual Property Rights therein, other than as described in paragraph a.

The Company reserves the right to retain data in secure Escrow with Intellect (IT Trade Association) for forensic evidence and IPR protection purposes.



## 25. TERM AND TERMINATION OF SERVICE

Unless otherwise specified or agreed in writing the Service is for a minimum period of 3 months.

Subject to paragraph a above, the Service may be terminated by the Company or the Client giving 30 days written notice.

The Company may terminate the Service without notice in the event of a material breach of these Terms. For the avoidance of doubt breach of Clauses 28 amount to a material breach.

We reserve the right to suspend the Service in the following circumstances:

- non payment of fees.
- breach of Clause 28.
- breach of Safe Space/Acceptable Behaviour Policy or similar policy.

## 26. EFFECT OF TERMINATION / SUSPENSION

Upon termination of the Service, you will no longer be able to access your Account or access (or transfer or direct the transfer to any other Account) any Content or data you have stored on the Servers. Where the Company terminates the Service under Clause 25, the Client will not be entitled to reimbursement of fees. Requests for data / content are subject to clause 9. All licenses will automatically terminate.

## 27. DATA PROTECTION /PRIVACY

Where the Company holds personal data (for example, administrative/payment purposes) it is used and stored in accordance with the Company's Data Protection Policy which complies with the Data Protection legislation currently in place.

## 28. CONDUCT

Users are granted a license to use our Service on condition that they adhere to the Company's acceptable behaviour and safe space policy. You acknowledge that breach of our standards of conducts may result in immediate suspension / termination of your account.

## 29. WARRANTY / LIMITATION OF LIABILITY

The Company warrants that it has taken all reasonable steps to research and investigate the products it sells and only promotes products that it has tested within its own infrastructure . The Parties acknowledge that they are working with new, cutting edge technology and therefore, unless expressly stated in the Contract, the Company makes no warranties of any kind, express or implied in relation its products or services. The liability of the Company in respect of any claims for loss, damage or expense is limited to the fee paid by the Client.

## 30. USER EVALUATION

Hao2.eu is committed to inclusive innovation and achieving positive social impacts through both our business practices and the products and services we design and deliver. The Company's is keen to work proactively with customers to develop innovative ways of increasing social impact wherever possible. As part of this ongoing commitment and the Company's commitment to quality after the 3 month period of using our Services we will conduct a user evaluation. This process supports our continuous improvement and will be used for training and development of staff particularly around information assurance and to enable us to quantify added value and social impact of our Services.

## 31. INDUSTRY ACCREDITATION

Hao2.eu Ltd is accredited by TechUK IT Trade Associate with the Business Professional Certificate and with Cyber Essentials Security Certification. All company policies referred to in this document meet the requirements of the TechUK Business Professional Certification standards and Cyber Essential Security Certification standards and are available on request as part of the contracting process.

## 32. SOCIAL VALUE

Hao2.eu Ltd is committed to inclusive innovation and achieving positive social impacts through our products, services and business practices (further information available on request). Our particular social purpose is to improve vocational training and employment opportunities for people with autism. Wherever possible we are keen to work with customers to develop innovative ways of increasing social impact. We can provide a statement of social value and impact on request.

## 33. GENERAL TERMS AND CONDITIONS

All sales are subject to the Company's General Terms and Conditions which are available on request.



# 3DNOVATIONS 3D CLOUD SOFTWARE powered by market leading 3D cloud technologies



Choose from **Opensimulator** or **Unity3D** to power your 3DNovations 3D Cloud Services

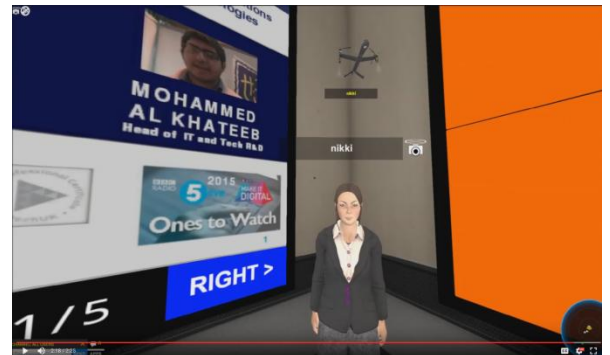
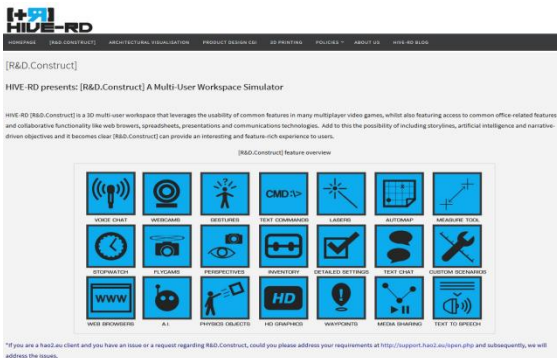
## 3DNovations powered by OPENSIMULATOR - Opensource



[http://opensimulator.org/wiki/Main\\_Page](http://opensimulator.org/wiki/Main_Page)

[http://www.3dnovations.co.uk/video/J2E\\_Journey\\_to\\_Employment\\_Overview2.mp4](http://www.3dnovations.co.uk/video/J2E_Journey_to_Employment_Overview2.mp4)

## 3DNovations powered by HIVE-RD.CONSTRUCT – Unity 3D



<https://www.hive-rd.com/rd-construct/>

<https://drive.google.com/file/d/0B87SGWiI13EWM2F1cFh6ZxhwYTQ/view?ts=58b7614c>





3DNovations: Award Winning 3D Cloud Software



@hao2eu



[www.3DCloudCampus.co.uk](http://www.3DCloudCampus.co.uk)

[www.hao2.eu](http://www.hao2.eu)

[www.3DNovations.co.uk](http://www.3DNovations.co.uk)



[www.autus.org.uk](http://www.autus.org.uk)

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