

Appendix: General Terms & Conditions of VR Expert Inc.

Chapter 1. General Provisions

Art. 1 Definitions

1.1 **Agreement:** shall mean the agreement in writing between Customer and VR Expert for the delivery of VR Expert Products, Software, and/or Services.

1.2 **Customer:** shall mean any natural person or business entity with whom VR Expert and its employees deal in the course of its business, including representative(s), agent(s), successor(s) and including visitors of the VR Expert website.

1.3 **Dashboard:** shall mean the online or software-based interface made available by VR Expert to Customer, through which the Customer may access certain features, data, usage metrics, reports, or administrative controls related to the Products, Software, and /or Services provided by VR Expert to Customer.

1.4 **Error:** shall mean any substantive failure of the Products, Software, and/or Services to comply with functional or technical specifications mutually agreed by the Parties.

1.5 **Party** or **Parties:** shall mean VR Expert and Customer, individually or collectively.

1.6 **Product(s):** shall mean the VR Expert products provided pursuant to the Agreement, including but not limited to VR headsets and AR headsets, and assembly, installation, and operating instructions that may come with the Products.

1.7 **Service(s):** shall mean the full assortment of VR Expert's services, including but not limited to the ones included in a Service Level Agreement, consulting, support, customer services, Software as a Service, and/or other computer services.

1.8 **Software:** shall mean computer software, with accompanying documentation and specifications, including embedded software, non-final, and/or uncompleted software and materials.

1.9 **Software as a Service or SaaS:** means a service by which VR Expert makes software available to Customer remotely through the Internet or another data network, and maintains this availability remotely, without providing a physical carrier with the software.

1.10 **Terms and Conditions:** shall mean these U.S. General Terms and Conditions of VR Expert Inc.

1.11 **Training Course(s):** shall mean services provided, under whatever name and through

whatever means, including but not limited to through training, workshops, and seminars, in the field of education.

1.12 **VR Expert:** shall mean VR Expert Inc.

Art. 2 Applicability of the Terms and Conditions

2.1 These Terms and Conditions apply to all offers of VR Expert and exclusively govern the relationship between VR Expert and Customer, and any Agreement or other agreements between VR Expert and Customer, and any subsequent amendment to any agreement or the Agreement. These Terms and Conditions shall be applicable even if VR Expert uses third parties to deliver the Products.

2.2 No other terms and conditions shall be binding upon VR Expert unless accepted by it in writing. VR Expert expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind VR Expert.

2.3 The applicability of Customer's purchasing or other conditions is specifically excluded.

2.4 If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by an arbitral tribunal or a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

2.5 VR Expert reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days notice to Customer.

2.6 In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.

Art. 3 Offers

3.1 All offers of VR Expert are non-binding and may be revoked at any time, unless VR Expert stated otherwise in writing. Any amendments made by VR Expert in writing shall entail a new offer, automatically revoking the previous offer.

Any amendments by Customer of a VR Expert offer will be deemed a new offer by Customer, which VR Expert may accept or reject in its sole discretion. Offers will only be deemed accepted by VR Expert if it does so in writing.

3.2 All cost estimate or budget issued by VR Expert, information, data or undertakings provided verbally or in documentation, price lists or other material related to the Products and/or Services, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with VR Expert. An available budget made known to VR Expert by Customer shall only apply as a (fixed) price agreed between the Parties for the performance to be delivered by VR Expert if this has been expressly agreed in writing.

3.3 All offers are based on the information and documentation provided by Customer, and VR Expert may rely on the accuracy, completeness and reliability thereof. Customer warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties.

Art. 4 Price and Payment

4.1 All prices are exclusive of, and Customer shall pay, all taxes, tariffs, duties, levies or fees, or other similar charges imposed on VR Expert or Customer by any taxing authority (other than taxes imposed on VR Expert's income), related to Customer's order, unless Customer has provided VR Expert with an appropriate resale or exemption certificate for the delivery location, which is the location where the Products and/or Software are used or Services are performed. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to VR Expert of delivering the Products, Software, and/or Services, whereby and to such an extent VR Expert is entitled to increase its prices accordingly and retro-actively.

4.2 The prices or fees quoted are in U.S. dollars, or in another currency if stated by VR Expert in writing. Customer shall bear any exchange rate risk, unless otherwise agreed in writing.

4.3 All Agreements for the delivery of Products, Software, and/or Services to Customer shall be treated as separate agreements.

4.4 If, according to the Agreement concluded between the Parties, Customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards VR Expert for performance of the Agreement.

4.5 Information from VR Expert's records shall count as conclusive evidence with respect to the performance delivered by VR Expert and the amounts owed by Customer for delivery of such performance, without prejudice to Customer's right to produce evidence to the contrary.

4.6 If a periodic payment obligation on the part of Customer applies, VR Expert shall be entitled to adjust, in writing and in accordance with the index or other standard included in the Agreement, the applicable prices and rates to the term specified in the Agreement. If the Agreement does not provide for a periodic payment obligation, VR Expert shall always be entitled to adjust, in writing and with due observance of a term of at least three (3) months, the applicable prices and rates. If Customer does not agree to the adjustment in this latter case, Customer shall be entitled to terminate the Agreement in writing within thirty (30) days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.

4.7 The amounts owed must be paid by Customer in accordance with the payment terms agreed to in the Agreement or the payment terms stated on the invoice. Customer may not suspend any payment and may also not set off any amounts owed. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.

4.8 Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.

4.9 Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.

4.10 Customer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of, defect or Error in the Products, Software, and/or Services or on any other account whatsoever.

4.11 Customer shall be liable for amounts which VR Expert incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

Art. 5 Term of the Agreement

5.1 The duration of the Agreement for a recurring, subscription, or periodic Products and/or Services shall be the one agreed in writing by the Parties..

5.2 Any Agreement for a certain project will end after completion of such project.

Art. 6 Confidentiality and Transfer of Personnel

6.1 Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.

6.2 Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party, will use it only as long as it is necessary to perform its obligations as set forth in the Agreement, and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other

Party shall not sell, copy, and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.

6.3 Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need-to-know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.

6.4 Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests, providing documentary evidence of the same.

6.5 This duty of confidentiality shall not apply to VR Expert to the extent that disclosure of the relevant information is required by law, regulation, or a final court or governmental order.

6.6 During the term of the Agreement and for one (1) year following its termination, each of the Parties shall not employ or otherwise directly or indirectly engage, for the purpose of performing work, employees of the other Party who are or were involved in the performance of the Agreement unless the other Party has given prior written permission. Conditions may be attached to this permission, including the condition that Customer must pay reasonable compensation to VR Expert.

Art. 7 Privacy and Data Processing

7.1 The relationship between the Parties, as well as the Agreement, shall be governed by VR Expert privacy policy which can be found here

7.2 In the event that, during the course of the Agreement, VR Expert processes personal data on behalf of the Customer, the VR Expert Data Processing Agreement shall apply which is included by reference and can be found here.

Art. 8 Information Security

8.1 If VR Expert is obligated to provide a form of information security under the Agreement, this security shall meet the specifications agreed in writing between the Parties regarding security. VR Expert does not guarantee that the information security provided will be effective under all circumstances. If the Agreement does not include an explicitly defined security method, the security provided shall meet a

standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.

8.2 The access or identification codes and certificates provided by VR Expert to Customer are confidential and must be treated as such by Customer, and may only be made known to authorized personnel in Customer's own organization. VR Expert is entitled to change the access or identification codes and certificates at any time.

8.3 Customer must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

Art. 9 Security

If VR Expert believes that Customer's financial position and/or payment performance justifies such action, VR Expert has the right to demand that Customer immediately furnish security in a form to be determined by VR Expert, including a purchase money security interest, and/or make an advance payment. If Customer fails to furnish the desired security, VR Expert has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to VR Expert for whatever reason will become immediately due and payable.

Art. 10 Delivery and Risk Transfer

10.1 Unless agreed in writing differently, delivery of Products shall be made Delivered at Place, as this term is specified in the Incoterms 2020. Customer must accept delivery of Products during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with VR Expert's rates or local charges.

10.2 Claims in connection to shortages or errors in shipping must be reported in writing to VR Expert within twenty-four (24) hours of receipt of such shipment. If Customer fails to report timely, VR Expert will have no obligation to correct such shipments, unless Customer bears all the expenses thereof.

10.3 Immediately upon receipt of the Products, Customer shall inspect it for Errors and non-conformance with the Agreement and will notify VR Expert in writing twenty-four (24) hours of receipt of a Product, of any Errors or non-conformance. After such twenty-four (24) hour period, Customer shall be deemed to have irrevocably accepted the Products, if not already previously accepted. After acceptance, Customer shall have no right to reject the

Products for any reason or to revoke acceptance. Customer hereby agrees that a twenty-four (24) hour period is a reasonable amount of time for inspection and revocation.

10.4 In the case of any alleged shortage, Errors, or non-conformance with the Agreement, Customer shall allow VR Expert to inspect the Products subject to the alleged Error and/or request photographic evidence of the issue.

10.5 Notwithstanding the above, VR Expert will have no obligation to replace or repair any Products under this Article 10, if the Products have been handled, processed or stored improperly by Customer, or if the Products have already been used and/or if Customer has not fully met its obligations under these Terms and Conditions.

10.6 The risk of loss, theft, misappropriation, or damage to any Products, information (including usernames, access codes, and passwords), documents, Software, or data created, provided, or used in connection with the performance of the Agreement shall transfer to Customer at the moment such items are delivered to, accessed by, or come under the control of Customer or any third party acting on its behalf.

Art. 11 Intellectual Property

11.1 All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Products, Software and/or Services, including modifications thereto, delivered and/or used by VR Expert, are owned by VR Expert, its licensors, or suppliers. No transfer or other grant of rights is given to Customer, unless explicitly stated in writing. This applies even if Products, Software, and/or Services have been specifically designed, developed or compiled for Customer.

11.2 Customer will have a personal non-exclusive, non-transferable and non-sublicensable license to use the Software, and/or Services and other material according to these Terms and Conditions and the Agreement, solely for Customer's personal or commercial use while Customer complies with the terms of the Agreement and these Terms and Conditions

11.3 Customer shall not be permitted to affix any other trademark to the Products, Software and/or Products, or to remove any copyright, trademark or other proprietary rights notices on same, or to use the relevant mark in any other way, or to register it in Customer's own name, and specifically Customer shall not be permitted to register any patent involving, based upon, or

for any of the Products, Software and/or Services.

11.4 VR Expert, in its sole discretion, may implement technical measures aimed at protecting the Products, Software and/or Services, and Customer is prohibited from attempting to remove or circumvent such protections.

11.5 Customer guarantees that any equipment, software, website materials, data files, designs, and/or other materials provided to VR Expert for the purposes of use, maintenance, processing, installation, or integration do not infringe upon any intellectual property rights or other rights of third parties

11.6 VR Expert is never obligated to perform data conversion unless doing so has been expressly agreed in writing with Customer.

Art. 12 Obligations to Cooperate

12.1 Customer shall always extend, in a timely manner, the cooperation reasonably required by VR Expert, including temporarily ceasing use of the Products and/or the Software and making a backup of all data, as applicable.

12.2 If Customer deploys employees and/or auxiliary persons in the performance of the Agreement, these employees and auxiliary persons must have the knowledge and experience required. If VR Expert's employees perform work at Customer's location, Customer must provide, on time and free of charge, the facilities required, such as a workspace equipped with computer and network facilities.

12.3 The workspace and facilities must meet all applicable legal requirements. Customer shall make the policies and rules current in its organization known to employees deployed by VR Expert prior to the start of the work.

12.4 If, in connection with the VR Expert's Services and Products, Customer makes software, equipment or other resources available to VR Expert, Customer guarantees that all licenses or approvals that VR Expert may require in relation to these resources have been obtained.

12.5 Customer is responsible for the management, including checking the settings, and use of the Products supplied and/or Services provided by VR Expert, and the way in which the results of the Products and Services are used. Customer is also responsible for appropriately instructing users and for the use made by users.

12.6 Customer shall itself install, organize, parameterize and tune the software and support software required on its own equipment and, if

necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires, unless otherwise agreed in writing.

12.7 If Services are provided for in the Agreement, Customer shall provide VR Expert access to all materials relevant to the Services and must provide for adequate working space and facilities, and access to and use of information, and Customer's resources and facilities as reasonably determined necessary by VR Expert. If Customer fails to provide such access, resulting in VR Expert's inability to perform the Services, VR Expert shall be entitled to charge Customer its standard rates for all related travel time and time VR Expert personnel is present at Customer's premises. Customer must notify VR Expert in advance if Customer's premises, or parts thereof, might pose a health or safety hazard to VR Expert's employees or subcontractors. VR Expert may postpone the performance of the Services until Customer remedies such hazards, without being liable to Customer for any damages. Customer will always have a representative present when VR Expert provides services or maintenance or installation at Customer's site

Art. 13 Obligations to Provide Information

13.1 To enable proper performance of the Agreement by VR Expert, Customer shall always provide to VR Expert, in a timely manner, information, software, materials, and for which will be set forth by VR Expert in writing.

13.2 Customer guarantees that the information, designs and specifications that it has provided to VR Expert are accurate, complete, and meet the specifications as VR Expert shall set forth in writing.

13.3 VR Expert shall be entitled to suspend performance of the Agreement, as well as charge additional costs in accordance with its customary rates, in the event that such information, software, materials, or data are not made available in the time required or in the prescribed quality or manner.

13.4 In connection with continuity, Customer shall designate a contact person or contact persons who shall act in that capacity for the duration of VR Expert's work. Customer's contact persons shall have the experience required, specific knowledge of the subject matter and a proper understanding of the objectives that Customer wishes to achieve.

Art. 14 Terms

14.1. Delivery and/or development times and dates are merely estimates, as well as lead times or any other deadlines, and VR Expert cannot be held liable for any damages as a result of delay in delivery of the Products, Software, and/or Services. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Customer shall not be entitled to cancel or terminate the Agreement, or to claim any damages.

14.2 If a deadline risks to be exceeded, VR Expert will inform Customer as soon as reasonably possible and the Parties will enter into consultations in order to determine a new deadline.

14.3 If it has been agreed that the work under the Agreement is to be performed in phases, VR Expert shall be entitled to postpone the start of a phase's work until Customer has approved the results of the preceding phase in writing.

Art. 15 Termination and Suspension of the Agreement

15.1 Customer may not terminate an Agreement that has been entered into for a definite period of time.

15.2 Notwithstanding the foregoing, each Party shall be authorized to terminate the Agreement due to an attributable failure in the performance of the Agreement if the other Party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the Agreement. Customer's payment obligations and all obligations of Customer or a third party engaged by Customer to cooperate and/or provide information should be interpreted in all cases to be essential obligations under the Agreement.

15.3 Further, VR Expert may terminate an Agreement or suspend its performance in writing, in whole or in part, without notice of default being required and with immediate effect: (i) if Customer is in breach of these Terms and Conditions and/or the Agreement; (ii) if VR Expert reasonably suspects that Customer is using the Products, Software, and/or Services to breach the law or infringe third party rights; (iii) if VR Expert reasonably suspects that Customer is trying to unfairly exploit or misuse the complaint policy, or any of VR Expert's policies; (iv) if VR Expert reasonably suspects that Customer is using the Products, Software, and/or Services fraudulently, or that Products, Software, and/or Services provided to Customer are being used by a third party fraudulently; (v)

if Customer fails to pay any amounts due to VR Expert; (vi) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of VR Expert's partners; (vii) in respect to a particular VR Expert Product, Software, and/or Service, upon thirty (30) days notice if VR Expert decides to cease offering that Product, Software, and/or Service; (viii) the bankruptcy of Customer has been applied for; (ix) an attachment is levied on the goods of Customer; (x) Customer is liquidated or discontinued; and/or (xi) Customer is in violation of any applicable laws or regulations.

15.4 If, at the time of termination, Customer has already received the Products, Software, and/or Services in connection with the execution of the Agreement, such Products, Software, and/or Services, and the related payment obligation shall not be subject to termination. Any amounts invoiced by VR Expert prior to the termination with respect to Products, Software, and/or Services as already provided pursuant to the Agreement, shall remain due in full, in compliance with the provisions of the previous sentence and shall become due and payable at the time of termination.

15.5 An Agreement which, due to its nature and content, does not end at completion and which has been entered into for an indefinite period of time may be terminated by either Party in writing. If a notice period has not been agreed between the Parties, a reasonable period must be observed when notice of termination is given. VR Expert is never obligated to pay any compensation due to termination.

15.6 Upon suspension and/or termination, all invoiced sums will become immediately due and payable. In the event of suspension of performance by VR Expert, VR Expert may at its sole discretion resell any Products, Software, and/or Services ordered by Customer, at a public or private sale without notice to Customer and without affecting VR Expert's rights to hold Customer liable for any loss or damage caused by breach of contract by Customer.

15.7 VR Expert is never obligated to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this Article. If Customer goes irrevocably bankrupt, its right to use the Products, Software, and/or Services made available to it shall end, without termination by VR Expert being required.

Art. 16 Warranty

16.1 Except as set forth in writing by VR Expert otherwise, VR Expert warrants its Products

and/or Services against Errors in materials and workmanship for one (1) year and its Software against errors and defects in materials and workmanship for three (3) months from the date of delivery, during which time it will use its best efforts to repair any Errors as may be found during such period. However, any such problems encountered in the use of the Products, Software, and/or Services as arise out of user errors or inexpert use on the part of Customer, or because of a combination with other products, and any problems involving any such Errors as could have been brought to light in the context of the delivery inspection set forth in Sections 10.2 and 10.3, or out of any other causes that are not attributable to VR Expert, shall be for Customer's risk and account.

16.2 At its sole discretion, VR Expert will repair or replace any Errors and/or defective Product during the warranty period. The warranty provided for in this Article does not include data conversion that is necessary as a result of repair or replacement of the Product.

16.3 The warranties hereunder do not cover faults or damages arising from faulty, careless, or improper treatment, including treatment going against VR Expert instructions as communicated in writing, faulty and unauthorized commission, improper storage or unloading and unauthorized use or misuse of Products, Software, and/or Services, and improper or defective environmental circumstances, or a failure caused by a product for which VR Expert is not responsible. Further, the warranties hereunder shall not apply in the event Customer has made modifications to the Products.

16.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VR EXPERT, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE VR EXPERT PRODUCTS, SOFTWARE, AND/OR SERVICES WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VR EXPERT OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

16.5 THE SOLE AND EXCLUSIVE REMEDY FOR ALLEGEDLY MISSING, WRONG, OR DEFECTIVE PRODUCTS IS THE REPLACEMENT OR REPAIR,

AT VR EXPERT'S SOLE DISCRETION, OF SUCH PRODUCTS OR PARTS OF SUCH PRODUCTS, AT NO COSTS FOR CUSTOMER.

Art. 17 Limitation of Liability

17.1 CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES CONDUCTED THROUGH VR EXPERT'S PRODUCTS AND/OR SOFTWARE BY CUSTOMER'S USERS, EVEN IF SUCH ACTIVITIES WERE TO OCCUR WITHOUT CUSTOMER'S PERMISSION. VR EXPERT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE ACTS AND OMISSIONS OF CUSTOMER'S USERS THROUGH VR EXPERT'S PRODUCTS AND/OR SOFTWARE. NEITHER VR EXPERT NOR ITS OFFICERS OR EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING OR RELATING TO ALL SUCH ACTS AND OMISSIONS.

17.2 IN NO EVENT SHALL VR EXPERT, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, OR INTERRUPTION OF BUSINESS.

17.3 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, VR EXPERT'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE TOTAL PAID BY CUSTOMER FOR THE PRODUCTS, SOFTWARE, AND/OR SERVICES IN CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED. VR EXPERT'S AGGREGATE LIABILITY SHALL IN ANY CASE NEVER AMOUNT TO MORE THAN FIFTY THOUSAND U.S. DOLLARS (\$50,000).

17.4 THE LIMITATIONS ON VR EXPERT'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT VR EXPERT, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

17.5 UNLESS PERFORMANCE BY VR EXPERT IS PERMANENTLY IMPOSSIBLE, VR EXPERT SHALL ONLY BE LIABLE DUE TO AN ATTRIBUTABLE FAILURE IN THE PERFORMANCE OF AN AGREEMENT IF

CUSTOMER DECLARES VR EXPERT TO BE IN DEFAULT IN WRITING WITHOUT DELAY AND GRANTS VR EXPERT A REASONABLE TERM TO REMEDY THE BREACH, AND VR EXPERT CULPABLY FAILS TO FULFIL ITS OBLIGATIONS ALSO AFTER THIS TERM HAS PASSED. THE NOTICE OF DEFAULT MUST DESCRIBE THE BREACH AS COMPREHENSIVELY AND IN AS MUCH DETAIL AS POSSIBLE.

17.6 UNDER THE RISK OF FORFEITURE OF ITS RIGHTS, CUSTOMER MUST REPORT THE DAMAGE TO VR EXPERT IN WRITING IMMEDIATELY AFTER IT HAS ARISEN. ANY CLAIM FOR COMPENSATION FOR DAMAGES AGAINST VR EXPERT LAPSES BY THE MERE EXPIRY OF ONE (1) YEAR AFTER THE CLAIM HAS ARISEN.

17.7 THE LIMITATIONS ON VR EXPERT'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT VR EXPERT, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

Art. 18 Indemnification

18.1 CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD VR EXPERT, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY USE OF THE VR EXPERT PRODUCTS, SOFTWARE, AND/OR SERVICES OR BREACH OF THIS AGREEMENT, BY CUSTOMER OR ITS USERS.

18.2 CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD VR EXPERT, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND THREATENED CLAIMS BY ANY THIRD PARTY, INCLUDING EMPLOYEES OF CUSTOMER ARISING OUT OF, UNDER OR IN CONNECTION WITH (1) THE DEATH OR BODILY INJURY OF ANY THIRD PARTY, INCLUDING ANY AGENT, EMPLOYEE, CUSTOMER, BUSINESS INVITEE OR BUSINESS VISITOR OF CUSTOMER, OR, (2) THE DAMAGE, LOSS OR DISTRIBUTION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY AT CUSTOMER'S PREMISES, BOTH ONLY TO THE EXTENT THAT SUCH WAS NOT A RESULT OF GROSS NEGLIGENCE BY VR EXPERT OR ITS PERSONNEL.

Art. 19 Force Majeure

19.1 VR Expert will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control. VR Expert will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

19.2 Either Party shall have the right to terminate the Agreement in writing if a situation of force majeure persists for more than sixty (60) days and Section 16.4 will apply.

Art. 20 Changes and Additional Work

If, at the request or prior consent of Customer, VR Expert has performed work or supplied goods or services that are outside the scope of the Agreement, Customer shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the Parties, in accordance with VR Expert's usual rates. VR Expert is not obliged to honor such a request and may require that a separate Agreement be concluded in writing for the purpose.

Art. 21 Dashboard

21.1 VR Expert may provide Customer with access to the Dashboard.

21.2 THE DASHBOARD IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. VR EXPERT MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE AVAILABILITY, UNINTERRUPTED ACCESS, ACCURACY, COMPLETENESS, OR RELIABILITY OF THE DASHBOARD OR THE DATA DISPLAYED THEREIN. ACCESS TO THE DASHBOARD MAY BE INTERRUPTED, SUSPENDED, OR TERMINATED AT ANY TIME WITHOUT NOTICE DUE TO MAINTENANCE, TECHNICAL ISSUES, OR OTHER REASONS.

21.3 VR Expert does not guarantee that data accessible via the Dashboard will be current, error-free, or preserved. Data may be lost, corrupted, or displayed incorrectly due to system limitations, network issues, or other unforeseen circumstances. Customer acknowledges and accepts the risk of such inaccuracies or data loss and agrees that VR Expert shall not be liable for any damages, losses, or claims arising from or related to the use of or reliance on the Dashboard or the data therein.

21.4 Use of the Dashboard is at Customer's sole risk. Customer remains solely responsible for

maintaining separate, independent records and backups of any critical information.

Art. 22 Assignment

22.1 Customer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void.

22.2 VR Expert is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

Art. 23 Performance

23.1 If the Agreement was made with the intention that a specific individual would perform the VR Expert's obligations, VR Expert reserves the right to substitute that individual with one or more persons possessing the same or comparable qualifications, at its sole discretion.

23.2 VR Expert is not obligated to follow Customer's instructions in the performance of the Agreement, particularly not if these instructions change or add to the content and scope of the Agreement. If such instructions are followed, however, payment shall be made for the work concerned in accordance with VR Expert's usual rates.

23.3 VR Expert is entitled to engage the services of third parties for the execution of an Agreement. VR Expert is entitled to make partial deliveries.

23.4 Installation services for either the Products and/or the Software are not included in the Agreement, unless otherwise specified in writing by VR Expert. If the Parties have agreed in writing, VR Expert shall install, configure, and connect the Products or shall have the Products installed, configured, and connected. Any obligation of VR Expert to install and/or configure the Products does not include performing data conversion and installing Software.

23.5 VR Expert is only obligated to provide a trial product for the Products to the Customer if this has been agreed upon in writing. VR Expert may impose financial or other conditions on the provision of a test assembly. A test assembly involves temporarily providing the standard version of the Products, excluding accessories, for evaluation, in a space designated by Customer, prior to Customer's final decision on whether to proceed with the purchase. Customer is responsible for the use of the Products, as well as any damage, theft, or loss incurred during the test assembly period.

23.6 Customer is authorized to connect equipment and systems not supplied by VR Expert to the Products and install Software on the Products at its own account and risk.

Art. 24 Entire Agreement

The Agreement and these Terms and Conditions contain the entire agreement between VR Expert and Customer regarding Customer's purchase of the Products and/or Services, and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written.

Art. 25 No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If VR Expert waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

Art. 26 No Beneficiaries

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

Art. 27 No Partnership

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

Art. 28 Injunctive Relief

Customer acknowledges that VR Expert shall suffer irreparable injury in case of breach of the obligations under Articles 6 and 11. Accordingly, in the event of such breach, Customer acknowledges that VR Expert will be entitled to injunctive relief in any state or federal court of competent jurisdiction within the State of New York. Customer further submits to the personal jurisdiction of such courts for the purposes of any such action.

Art. 29 Insurance

VR Expert and Customer shall pay all necessary costs to maintain sufficient insurance policies to cover its personnel and premises for activities

contemplated by or performed in connection with the Products, Software, and/or Services.

Art. 30 Applicable law and disputes

30.1 Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the then-current Commercial Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST VR EXPERT, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

30.2 Notwithstanding the foregoing, VR Expert reserves the right, at its sole discretion, to pursue debt collection actions for any unpaid invoices in either the federal or state courts of New York, or in the federal or state courts located in each county in which Customer is located.

Chapter 2 Service Level Agreement

The provisions of this chapter apply in addition to the provisions of Chapter 1 if the Parties have entered into a Service Level Agreement.

Art. 31 Availability of Service Level Agreement

If a Service Level Agreement has been agreed to in writing by the Parties, the availability of Software, systems, and related Services shall always be measured so that any unavailability resulting from preventive, corrective, or adaptive maintenance, other forms of Service announced by VR Expert in advance, or circumstances beyond VR Expert's control, are excluded. The availability figures as measured by VR Expert shall be deemed conclusive evidence and is binding to Customer.

Art. 32 Backups

32.1 If the Services provided to Customer under the Agreement include making backups of Customer's data, VR Expert shall make a complete backup of Customer's data in its possession in accordance with a schedule agreed to in writing or once a week if such schedule has not been agreed to. VR Expert shall retain the backup for the duration of the term agreed to in writing or for the duration of VR Expert's usual term if a term has not been agreed to in writing.

32.2 Customer shall remain solely responsible for complying with all data retention obligations imposed by law.

Chapter 3. Software as a Service

The provisions of this chapter apply in addition to the provisions of Chapter 1 if the Parties have entered into a Service Level Agreement.

Art. 33 Provision of SaaS

33.1 Customer may not allow third parties to make use of the SaaS provided by VR Expert.

33.2 VR Expert may change the content or scope of the SaaS delivery model at any time and at its sole discretion. If such changes materially affect the SaaS functionality and/or SaaS fees, VR Expert shall inform Customer as soon as possible. Customer may in this case give notice of termination of the Agreement, which termination shall then take effect on the date on which the change takes effect.

33.3 VR Expert may continue to provide SaaS using a new or modified version of the Software. VR Expert is not obligated to maintain, modify, or add certain features or functionalities to the SaaS specifically for Customer.

33.4 VR Expert may temporarily put all or part of the SaaS out of operation including, but not limited to, for preventive, corrective, or adaptive maintenance, without incurring any liability.

33.5 VR Expert is never obligated to provide to Customer a physical carrier containing the Software provided to and held by Customer in the context of the SaaS.

Art. 34 Guarantee

34.1 VR Expert does not guarantee that the SaaS solution is free of errors and functions without interruption. VR Expert shall make efforts to fix the errors in the Software within a reasonable term if and insofar as the matter concerns software developed by VR Expert itself and Customer has provided a detailed, written description of the defects concerned to VR Expert. Where there are grounds for doing so, VR Expert may postpone the fixing of defects until a new version of the Software is put into operation. VR Expert does not guarantee that

defects in Software that it has not developed itself shall be fixed. VR Expert is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the Software. If the Software was developed on the instructions of Customer, the Software is provided “as is” without any warranty and VR Expert may charge for the costs of fixing to Customer in accordance with VR Expert’s usual rates. VR Expert is never obliged to recover data that has been corrupted or lost.

34.2 VR Expert does not guarantee that the Software made available and held in the context of the SaaS shall be adapted to changes in relevant legislation and regulations on time.

34.3 VR Expert is not responsible or liable for any SaaS solutions provided by third parties. In case of Errors in such SaaS solutions, VR Expert will reasonably assist Customer with obtaining fixes or repairs from the relevant third party supplier.

Art. 35 Commencement of the SaaS; Payment

35.1 The SaaS solution provided by VR Expert shall commence as set forth in the Agreement or within a reasonable term following the conclusion of the Agreement, if the Agreement is silent about the start date. Customer shall promptly ensure that it has the facilities required to use the SaaS following the conclusion of the Agreement.

35.2 In the absence of a payment schedule agreed to in writing, all amounts that relate to the SaaS provided by VR Expert shall be payable each calendar month in advance.

Chapter 4. Software

The provisions of this chapter apply in addition to the provisions of Chapter 1 if VR Expert makes Software available to Customer for use other than on the basis of the SaaS.

Art. 36 Right of Use and Restrictions on Use

36.1 VR Expert shall make the Software available to Customer for use for the duration of the Agreement on the basis of a license to use. The right to use the Software is exclusive and may not be transferred, pledged, or sublicensed by Customer.

36.2 VR Expert’s obligation to make available, and Customer’s right to use, the Software extends only to the Software’s object code. Customer’s right of use does not extend to the Software’s source code. For avoidance of doubts, the Software’s source code and technical documentation prepared during the

development of the Software will not be made available to Customer.

36.3 Customer shall always strictly comply with all the restrictions on the use of the Software agreed to in writing, and, if the Software is provided by a third party, as set forth by the license terms of such third party Software provider.

36.4 If the Parties have agreed that the Software may only be used in combination with certain equipment, Customer shall in the event of any malfunction of this equipment be entitled to use the Software on other equipment with the same qualifications during the time that the original equipment malfunctions.

36.5 VR Expert may require that Customer only start using the Software after having received one or more codes needed for use from VR Expert, VR Expert’s supplier, or the producer of the Software. VR Expert and any third party Software providers are always entitled to take technical measures to protect the Software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the Parties. Customer shall never remove or bypass technical measures intended to protect the Software or have such technical measures removed or bypassed.

36.6 Customer may only use the Software in and for its own company or organization and only insofar as doing so is necessary for its own intended use. Customer shall not use the Software for, or give access to, third parties, for example in the context of SaaS or outsourcing.

36.7 Customer may never sell, rent out, dispose of or grant limited rights to, or make available to third parties the Software and the carriers on which the Software is or will be recorded, in any way whatsoever for whatever purpose or under whatever title. Customer may also not grant, whether or not remotely (online), a third-party access to the Software or place the Software with a third party for hosting, not even if the relevant third party only uses the Software for Customer.

36.8 If so requested, Customer shall cooperate without delay in an investigation into compliance with the agreed restrictions on use carried out by or for VR Expert. At VR Expert’s first request, Customer shall grant VR Expert access to its buildings, computers and computer systems to verify compliance with the terms of the Agreement.

36.9 The Parties maintain that the Agreement concluded between the Parties, insofar as the object of this Agreement is the making available

of Software for use, shall never be deemed to be a purchase contract in which intellectual property rights will be transferred to Customer.

36.10 VR Expert is not obligated to perform maintenance on the Software and/or provide support to users and/or administrators of the Software. If, contrary to the foregoing, VR Expert is asked to perform maintenance work and/or provide support with respect to the Software, VR Expert may require that Customer enter into a separate, written contract for that purpose.

Art. 37 Delivery and Installation

37.1 At its discretion, VR Expert shall deliver the Software on the type of data carrier agreed to in writing or, if no agreements have been made in this regard, on a type of data carrier determined by VR Expert, or VR Expert shall make the software electronically available to Customer online, at VR Expert's sole discretion. At VR Expert's discretion, any agreed user documentation shall be made available in printed or digital form in a language determined by VR Expert.

37.2 VR Expert shall only install the Software at Customer's business location if this has been agreed to in writing by the Parties. If no agreements have been made for the purpose, Customer shall itself install, organize, parameterize, tune and, if necessary, modify the equipment, Products, and operating environment used.

Art. 38 Acceptance

38.1 If the Parties have not agreed an acceptance test, Customer will be deemed to have accepted the Software as delivered, "as is". In the aforementioned case, the Software shall be deemed to have been accepted by Customer upon delivery or, if installation by VR Expert has been agreed to in writing, upon completion of installation.

38.2 In case Parties agreed in writing on an acceptance test, Customer must report Errors without delay. Any obligation to repair or remedy any defects, is limited to Errors as defined herein.

38.3 If an acceptance test has been agreed to in writing, the test period shall amount to fourteen (14) days following delivery or, if installation by VR Expert has been agreed in writing, fourteen (14) days following the completion of installation. Customer may not use the Software during the test period. Customer shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

38.4 If an acceptance test has been agreed to in writing, Customer must check whether the

Software delivered meets the functional and/or technical specifications expressly agreed to in the Agreement.

38.5 The Parties shall deem the Software to have been accepted (i) if the Parties have agreed to an acceptance test, on the first day following the test period, (ii) if VR Expert receives a test report as referred to in Article 38.6 prior to the end of the test period, at the time at which the Errors stated in this test report have been fixed, notwithstanding the presence of defects that, according to Article 38.7, do not prevent acceptance, or (iii) if Customer uses the Software in any way for production or operational purposes, at the time this use occurs.

38.6 If it becomes apparent during performance of the agreed acceptance test that the Software contains Errors, Customer shall report the test results to VR Expert in writing in a clear, detailed and comprehensible manner no later than on the last day of the test period. VR Expert shall strive to the best of its ability to fix the Errors referred to within a reasonable term. VR Expert shall be entitled to install temporary solutions, program bypasses or problem-avoiding limitations in this regard.

38.7 Customer may not refuse to accept the Software for reasons that are not related to the specifications expressly agreed to in writing between the Parties and, furthermore, may not refuse to accept the Software because of the existence of minor defects that are not Errors.

38.8 If the Software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall be without prejudice to the acceptance of a previous phase and/or a different part.

38.9 Acceptance of the Software in one of the ways referred to in this article shall serve to discharge VR Expert of its obligations regarding making the Software available and delivering the Software and, if installation of the Software by VR Expert has also been agreed, of its obligations regarding installation.

Art. 39 Availability

39.1 VR Expert shall make the Software available within a reasonable term following the conclusion of the Agreement.

39.2 Following the end of the Agreement, Customer shall return all copies of the Software in its possession to VR Expert without delay, or Customer shall destroy all copies, as instructed by VR Expert. Upon VR Expert's instruction that Customer must destroy the relevant copies at the end of the Agreement, Customer shall report

the destruction of the copies to VR Expert in writing without delay including evidentiary proof of such destruction. VR Expert shall not be obligated to provide assistance for the purposes of a data conversion desired by Customer.

Art. 40 Payment for the Right of Use

Customer must pay the amounts owed for the right of use of the Software at the agreed times or, if a time has not been agreed: (i) if the Parties have not agreed that VR Expert shall install the Software, when the Software is delivered or, in the case of periodically owed payments for the right of use, when the Software is delivered and subsequently at the start of each new right of use term; (ii) if the Parties have agreed that VR Expert shall install the Software, upon completion of installation, or, in the case of periodically owed payments for the right of use, upon completion of installation and subsequently at the start of each new right of use term.

Art. 41 Changes in the Software

Customer may not change all or part of the Software without the prior written permission of VR Expert. VR Expert is entitled to refuse or attach conditions to such permission. Customer shall bear the entire risk of all changes that it makes or changes made by third parties based on its instructions, whether or not VR Expert granted its permission.

Art. 42 Guarantee

42.1 VR Expert shall strive to the best of its ability to fix Errors within a reasonable term if these Errors are reported in writing in a detailed manner to VR Expert within a period of three months following delivery or, if an acceptance test was agreed, within three months following acceptance. VR Expert does not guarantee that the Software will operate without interruption and/or that all Errors will always be fixed. Fixing work shall be carried out free of charge unless the Software was developed on the instructions of Customer other than for a fixed price, in which case VR Expert shall charge for the costs of fixing in accordance with its usual rates.

42.2 VR Expert may charge for the costs of fixing Errors in Software in accordance with its usual rates if such work is required as a result of user errors or improper use on the part of Customer, or as a result of causes that cannot be attributed to VR Expert. The obligation to fix Errors shall cease to apply if Customer makes changes in the Software or has such changes made without VR Expert's written permission.

42.3 The fixing of Errors shall take place at a location and in a manner determined by VR

Expert. VR Expert is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.

42.4 VR Expert is never obliged to recover data that has been corrupted or lost and cannot be held liable for any damages resulting therefrom.

42.5 VR Expert does not have any obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the guarantee period referred to in Article 42.1.

Art. 43 Third-Party Software

43.1 If and insofar as VR Expert makes third-party Software available to Customer, in case of inconsistencies between the terms of the relevant third party's Software license and those contained in the Agreement or these Terms and Conditions, those in the relevant third party's Software license shall prevail and control the relationship between VR Expert and Customer with respect to the Software.

43.2 VR Expert shall provide Customer with a copy of the relevant third party's Software license terms prior to the conclusion of the Agreement.

43.3 For avoidance of doubt, third-party Software is made available to Customer "as is."

Chapter 5. Development of Software

The provisions of chapter shall apply in addition to the provisions of Chapter 1 if VR Expert designs and/or develops Software for Customer.

Art. 44 Specifications and Development of Software

44.1 If the specifications for or the design of the Software to be developed have not already been provided prior to the conclusion of the Agreement or are not provided when the Agreement is concluded, the Parties shall in consultation specify, in writing, the specifications for or the design of the Software to be developed and the manner in which the development is to be carried out.

44.2 VR Expert may require that Customer agree to the specifications or design in writing prior to commencement of the Software development work.

44.3 If the Parties use a development method based on iterative design and/or development of the Software or parts of the Software (Scrum, for example), then the Parties shall accept that, at the start, the work shall not be performed on the basis of complete or fully detailed specifications, and also that specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with

due observance of the project approach that forms part of the relevant development method, during the performance of the Agreement. During the performance of the Agreement, the Parties shall make decisions in consultation regarding the specifications that shall apply in the subsequent phase of the project (a time box, for example) and/or in the subsequent development process. Customer accepts the risk that the Software may not necessarily meet all specifications. Customer shall ensure that relevant end users permanently and actively contribute and cooperate with respect to, among other things, testing and decision-making, and that the contributions and cooperation of these end users is supported by Customer's organization. Customer guarantees that the employees whom it deploys and who are appointed to key positions shall have the decision-making powers required for these positions. Customer guarantees expeditiousness with respect to the progress-related decisions that it must make during the performance of the contract. If Customer fails to make clear progress-related decisions in a timely manner in accordance with the project approach that forms part of the relevant development method, VR Expert shall be entitled, though not obligated, to take the decisions that it deems to be appropriate.

44.4 The provisions of Article 38.1, Articles 38.4 up to and including 38.8 and Article 42.1 shall not apply if the parties use a development method as referred to in Article 44.3. Customer shall accept the Software in the state that it is in at the end of the last development phase ('as is, where is'). VR Expert shall not be obliged to fix errors after the last development phase unless otherwise agreed in writing.

44.5 In the absence of specific agreements on the matter, VR Expert shall commence the design and/or development work for the Software within a term that it deems reasonable following the conclusion of the Agreement.

44.6 If so requested by VR Expert, Customer shall make it possible for VR Expert to perform work outside the usual business days and business hours at the office or location of Customer.

44.7 VR Expert's performance obligations do not include maintaining the Software, and/or providing support to users and/or administrators of the Software. The Parties may agree in writing that VR Expert must also perform maintenance work and/or provide support. VR Expert shall charge for this work in accordance with VR Expert's usual rates.

Art. 45 Delivery, Installation, and Acceptance

45.1 The provisions of Article 37 concerning delivery and installation apply mutatis mutandis.

45.2 VR Expert shall make the Software available to Customer online, unless agreed upon by the Parties otherwise in the Agreement.

45.3 The provisions of Article 38 of these Terms and Conditions concerning acceptance apply mutatis mutandis.

Art. 46 Right of Use

46.1 VR Expert shall make the Software developed for Customer and any associated user documentation available to Customer for use.

46.2 The source code of the Software and the technical documentation prepared during development of the Software shall only be made available to Customer if this has been agreed in writing, in which case Customer shall be entitled to make changes to the Software.

46.3 VR Expert is not obligated to make available the support Software and program or data libraries required for the use and/or maintenance of the Software.

46.4 The provisions of Article 36 concerning right of use and restrictions on use apply mutatis mutandis.

46.5 No restrictions on use of the Software and/or website shall apply to Customer, contrary to the stipulation of Article 46.4, only if the content of the written contract expressly shows that all design and development costs shall fully and exclusively be borne by Customer.

Art. 47 Payment

47.1 In the absence of an agreed payment schedule in writing, all amounts that relate to the design and development of Software shall be payable each calendar month in arrears.

47.2 The price for the development work includes the payment for the right to use the Software during the term of the Agreement.

47.3 The payment for the development of the Software does not include a payment for support Software and program and data libraries, and any installation services and any modification and/or maintenance of the Software required by Customer. The payment also does not include the provision of support to users of the Software.

Art. 48 Guarantee

48.1 The provisions of Article 42 concerning the guarantee apply mutatis mutandis.

48.2 VR Expert does not guarantee that the Software that it has developed functions well with all types of equipment and Products.

Chapter 6. Software Maintenance and Support

The provisions of this chapter shall apply in addition to the provisions of Chapter 1 if VR Expert performs services in the field of Software maintenance and support in the use of the Software.

Art. 49 Maintenance Services

49.1 If agreed by the Parties in writing, VR Expert shall perform maintenance work with respect to the Software specified in the Agreement. The maintenance obligation includes fixing Errors in the Software that are not covered by the relevant warranty and, only if agreed in writing, making new versions of the Software available in accordance with Article 50.

49.2 Customer must report Errors discovered in the Software in writing and in detail. Following receipt of the report, VR Expert shall strive to the best of its ability to fix Errors and/or implement improvements in later, new versions of the Software in accordance with its usual procedures. The results shall be made available to Customer in a manner and within a term determined by VR Expert at its sole discretion. VR Expert is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the Software. Customer shall itself install, organize, parameterize, and tune the corrected Software or the new version of the Software made available, and, if necessary, modify the equipment and/or Products, and operating environment used.

49.3 The provisions of paragraphs 42.3 and 42.4 apply mutatis mutandis.

49.4 If VR Expert performs maintenance work online, Customer shall promptly ensure that a proper infrastructure and network facilities are in place.

49.5 If the maintenance work relates to software that was not supplied to Customer by VR Expert, Customer, if VR Expert believes this is necessary or desirable for the maintenance work, shall make the source code and the technical development documentation of the Software, including data models, designs, change logs and the like, available to VR Expert. Customer guarantees that it is entitled to make the aforementioned items available. Customer grants VR Expert the right to use and change the software that was not supplied to Customer by

VR Expert, including the source code and technical development documentation, in the context of performing the agreed maintenance work.

49.6 The maintenance work performed by VR Expert does not affect Customer's own responsibility for managing the Software, including checking the settings and the way in which the results arising from operating the Software are used. Customer shall itself install, organize, parameterize, and tune the Software, and support Software required and, if necessary, modify the equipment and Products, other Software and support Software and operating environment used in this regard, to obtain the interoperability that it desires.

Art. 50 New Versions of Software

50.1 Maintenance shall include making new versions of the Software available only if and insofar as this has been agreed in writing. If maintenance includes making new versions of the Software available, they shall be made available at VR Expert's sole discretion.

50.2 Three (3) months after an improved version of a Software has been made available, VR Expert shall no longer be obliged to fix Errors in the previous version and to provide support and/or perform maintenance work with respect to such previous version.

50.3 VR Expert may require that Customer enter into an additional written contract with VR Expert for a version of the Software with new functionality and that additional charges will apply to the upgraded version of the Software. VR Expert may incorporate functionalities from a previous version of the Software in unaltered form in a new version of the Software, but does not guarantee that each new version includes the same functionalities as the previous version. VR Expert is not obligated to maintain, modify, or add certain features or functionalities of the Software specifically for Customer.

50.4 VR Expert may require that Customer modify its system, equipment, other software and the like if doing so is necessary for the proper functioning of a new version of the Software.

Art. 51 Support Services

51.1 If the Services provided by VR Expert under the Agreement include the provision of support to users and/or administrators of the Software, VR Expert shall provide, by telephone or email, advice on the use and functioning of the Software specified in the Agreement. VR Expert may set conditions with respect to the qualifications and the number of persons

eligible for support. VR Expert shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. Support Services shall be performed on business days during VR Expert's business hours.

51.2 If the Services provided by VR Expert under the Agreement include the provision of standby Services, VR Expert shall ensure that one or more staff members are available on the days and during the times specified in the Agreement. Customer shall in this case be entitled in the event of urgency to contact the staff members on standby if there is a serious Error in the operation of the Software. VR Expert does not guarantee that all Errors will be repaired speedily.

51.3 The maintenance and other agreed Services as referred to in this chapter shall be performed from the date on which the Agreement is concluded, unless the Parties have agreed otherwise in writing.

Art. 52 Payment

In the absence of a payment schedule agreed to in writing, all amounts that relate to the maintenance of the Software and the other services as referred to in this chapter and indicated in the Agreement shall be payable each calendar month in advance, from the moment of commencement of the Agreement. The payment shall be due regardless of whether Customer has actually used any maintenance or support Services.

Chapter 7. Advice and Consultancy Services

The provisions of this chapter shall apply in addition to provisions of Chapter 1 and the provisions if VR Expert provides services in the field of advice and consultancy.

Art. 53 Performance of Advisory and Consultancy Services

53.1 Unless otherwise agreed in writing, VR Expert does not commit to any assignment completion time in the field of advice and/or consultancy.

53.2 VR Expert's services shall only be performed during VR Expert's business days and during VR Expert's business hours.

53.3 Any use by Customer of advice and/or a consultancy reports issued by VR Expert, is at Customer's risk.

53.4 Without VR Expert's prior written permission, Customer may not disclose VR Expert's way of working, methods and techniques, and/or the content of VR Expert's

advice or reports to third parties. Customer may not provide VR Expert's advice or reports to a third party or otherwise make VR Expert's advice or reports public.

Art. 54 Reporting

VR Expert shall periodically inform Customer, in the manner agreed in writing, about the performance of the work. Customer shall inform VR Expert in advance and in writing about circumstances of importance or circumstances that could be of importance to VR Expert, such as the manner of reporting, the issues to be addressed, Customer's prioritization, the availability of resources and personnel of Customer, and special facts or circumstances of which VR Expert is possibly unaware.

Art. 55 Payment

In the absence of a payment schedule agreed to in writing, all amounts that relate to the services provided by VR Expert as referred to in this chapter shall be payable each calendar month in arrears.

Chapter 8. Education and Training Courses

The provisions of this chapter shall apply in addition to provisions of Chapter 1 if VR Expert provides training courses. If the training course is provided on the basis of e-learning, the provisions of the 'Software as a Service (SaaS)' chapter shall also apply and will take priority in case of any inconsistencies.

Art. 56 Registration and Cancellation

56.1 A course must be registered for in writing as indicated by VR Expert. Registration is binding following its confirmation by VR Expert. Customer may replace the participant in a Training Course with another participant only following VR Expert's prior written permission.

56.2 Customer is solely responsible for the choice and suitability of the training course for the participants.

56.3 VR Expert shall be entitled to cancel a training course, to combine it with one or more other training courses, and/or provide a training course at a later date, at its sole discretion. VR Expert reserves the right to change the location of the training course. VR Expert is entitled to change the training course in terms of content, organization, and structure, at its sole discretion.

56.4 The cancellation of a registration of a training course must always be in writing prior to the start of the training course or the part of the training course concerned. Cancellation or non-attendance does not affect Customer's obligations, including payment obligations,

under the Agreement. The consequences of cancellation of a registration in a training course by Customer or a participant are governed by VR Expert's usual training course rules.

Art. 57 Provision of the Training Course

57.1 Customer accepts that VR Expert determines the content and depth of the training course.

57.2 Customer shall inform the participants about the relevant obligations under the Agreement and the rules of conduct and other rules prescribed by VR Expert for participation in the training course, and shall ensure compliance with these obligations and rules.

57.3 For avoidance of doubts, any equipment and/or software provided by VR Expert for the purpose of delivering the training course is provided "as is". If VR Expert provides the training course at Customer's location, Customer shall ensure the availability of properly operating equipment and software as agreed in writing.

57.4 Administering an examination or test does not form part of the Agreement.

57.5 VR Expert charges separate and additional fees for the documentation, training materials, training resources, certificates of training or copies of such certificates made available or produced for the training course, as provided for in the Agreement.

Art. 58 Exclusion of Participants

VR Expert may exclude participants from the training course if Customer fails to make timely payments, without prejudice to any other rights and remedies available to VR Expert.

Chapter 9. Rent of Products

The provisions of this chapter shall apply in addition to Chapter 1 if VR Expert rents out Products to Customer.

Art. 59 Rent

59.1 VR Expert shall rent out the Products and associated user documentation specified in the rental agreement to Customer.

59.2 Renting out Products does not include making Software available on separate data carriers. It also does not include making items available required to use the Products, such as batteries, cables, and accessories, which are the responsibility of Customer.

59.3 The rent shall commence on the date on which the Product is delivered to Customer.

Art. 60 Prior Inspection

60.1 By way of prior inspection, VR Expert may draw up a description of the state of the Products, including in terms of defects observed, in the presence of Customer prior to or when making the Products available. VR Expert may require that Customer sign the report drawn up containing this description to indicate Customer's agreement prior to making the Products available to Customer for use. The defects in the Products stated in the aforementioned record shall be at the expense of VR Expert. If defects are observed, the Parties shall agree on whether, and, if so, the manner and term in which, the defects stated in the record are to be repaired.

60.2 If Customer does not properly cooperate in the prior inspection, VR Expert shall have the right to carry out this prior inspection outside the presence of Customer and draw up the report itself. This report shall be binding for Customer.

60.3 If a prior inspection is not carried out, Customer shall be deemed to have received the Products in a good and undamaged state.

Art. 61 Use of the Equipment

61.1 Customer shall only use the Products in accordance with the Products' designated use under the Agreement and at the locations specified in the Agreement in and for its own organization or company. Use of the Products for the benefit of, or by, third parties is prohibited, unless otherwise specified in the Agreement. The right to use the Products is non-transferable and Customer may not rent the Products out to a third party or otherwise make it possible for a third party to use or make joint use of the Products, unless otherwise specified in the Agreement.

61.2 Customer shall independently install, assemble and make the Products ready for use.

61.3 Customer may not use the Products or any part thereof as a security in any way whatsoever or dispose of the Products or any part thereof in another way.

61.4 Customer shall use the Products carefully, maintain it with due care, and take adequate measures to prevent damage. In the event of damage to the Products, Customer shall inform VR Expert in writing and in detail without delay. Customer is liable towards VR Expert for damage to the Products. Customer shall in all cases be liable towards VR Expert in the event of theft, loss, or misappropriation of the Products during the term of the rent.

61.5 Customer shall not entirely or partly change the Products or add something to the

Products. If any changes or additions have nevertheless been made, Customer shall undo or remove these changes or additions no later than at the end of the rental agreement.

61.6 Defects in the changes or additions made to the Products by Customer or third parties instructed by Customer and all defects in the Products arising from those additions or defects shall not be Errors. Customer shall not have any claim against VR Expert with respect to these defects and VR Expert is not obligated to perform repair or maintenance work with respect to these defects.

61.7 Customer is not entitled to any compensation in connection with changes or additions made by Customer to the rented Products that are not, for any reason whatsoever, undone or removed at or following the end of the Agreement.

Art. 62 Maintenance of the Rented Products

62.1 Customer shall not perform maintenance on the rented Products itself or have a third party perform maintenance on the rented Products.

62.2 Customer shall immediately notify VR Expert in writing and in detail of any Errors or other defects in the rented Products. VR Expert shall strive to the best of its ability to repair defects in the Products within a reasonable term by means of corrective maintenance. VR Expert is also entitled, though not obliged, to perform preventive maintenance on the Products. If requested by VR Expert, Customer shall give VR Expert the opportunity to perform corrective and/or preventive maintenance. The Parties shall mutually determine, in advance, the dates on which and the times at which maintenance is to take place. Customer is not entitled to replacement Products during maintenance periods.

62.3 The obligation to repair defects excludes: - repairing defects that Customer accepted when entering into the rental agreement; - repairing defects that are the result of external causes; - repairing defects that can be attributed to Customer, its staff members and/or third parties engaged by Customer; - repairing defects that are the result of careless, incorrect or incompetent use or use that is contrary to the documentation, including any user manuals; - repairing defects that are the result of using the Products in a manner that is contrary to its intended use; - repairing defects that are the result of unauthorized changes or additions made to the Products.

62.4 If VR Expert repairs the defects referred to in the preceding paragraph or has such defects

repaired, Customer shall owe the costs associated with the repair work in accordance with VR Expert's usual rates.

62.5 VR Expert may always decide to replace the Products, whether defective or not, with other equipment with similar, though not necessarily identical functionality.

62.6 VR Expert is never obliged to recover or reconstruct data that has been lost.

Art. 63 Final Inspection and Return

63.1 Customer shall return the Products to VR Expert in its original state, reasonably wear and tear expected, at the end of the term of the rent and at an address to be provided by VR Expert. Customer shall bear all the costs associated with the shipment of the rented Products to the address provided by VR Expert. If Customer fails to return the rented Products at the agreed time and place, it shall pay the daily rental fee specified in the Agreement for each day of delay.

63.2 Prior to, and no later than, the last business day of the term of the rent, Customer shall cooperate in a joint final inspection of the state of the Products. The findings of this final inspection shall be set out in a report drawn up by VR Expert and signed by both Parties. If Customer does not cooperate in the final inspection, VR Expert shall have the right to carry out this inspection outside the presence of Customer. This report shall be binding for Customer.

63.3 VR Expert shall be entitled to have the damages indicated in the final inspection report repaired at Customer's sole expense. Customer is liable for any losses and damages suffered by VR Expert resulting from the inability, whether temporary or permanently, to use or rent the Products due to the damages identified in the final inspection report.

63.4 If Customer has not undone a modification or change to a Product or removed an addition that it made to the Products at the end of the rent period, Customer shall be deemed to have relinquished any and all rights to those modifications, changes and/or additions, and shall be charged by VR Expert for the costs incurred into by VR Expert to remove such modifications, changes and/or additions.

Chapter 10. Maintenance of Products

The provisions of this chapter shall apply in addition to the provisions of Chapter 1 if VR Expert performs maintenance on the Products for Customer.

Art. 64 Maintenance Services

64.1 VR Expert shall perform maintenance to address any Errors that arose after the expiration of the warranty period with respect to the Products specified in the written maintenance agreement between the Parties, provided that the Products are located in the United States.

64.2 Customer is not entitled to temporary replacement equipment during the time that VR Expert is in possession of the Products on which it is performing maintenance.

64.3 The content and scope of the maintenance services to be performed and any applicable service levels shall be identified in a written maintenance agreement. VR Expert is also entitled, though not obligated, to perform preventive maintenance.

64.4 Customer shall inform VR Expert of an Error in the Products immediately after it has occurred in writing and shall provide a detailed description of the Error.

64.5 Customer must grant VR Expert's personnel or third parties designated by VR Expert access to the place where the Products are located and make the Products available to VR Expert for the purpose of performing maintenance.

64.6 Customer shall ensure that a complete and properly functioning reserve copy of all Software and data recorded in or on the Products has been made prior to making the Products available to VR Expert for maintenance.

64.7 At VR Expert's request, an employee of Customer who is knowledgeable about the matter at hand shall be present for consultation during the performance of maintenance work.

64.8 If, in the opinion of VR Expert, it is necessary for the purpose of maintaining the Products to test the Products connections with other equipment or software, Customer shall make the relevant equipment and software, as well as the test procedures and data carriers, available to VR Expert, at Customer's costs and expense.

64.9 The test material that is not included in VR Expert's normal range of Products and that is required for the performance of maintenance work must be made available by Customer, at Customer's costs and expense.

64.10 Customer bears the risk of loss of, theft of, or damage to the Products during the period that it is in VR Expert's possession for the purpose of maintenance work. Customer may take out insurance against this risk at its own discretion.

Art. 65 Maintenance Fee

65.1 Maintenance fees do not include: (i) the costs of replacing items like batteries, cables, and accessories; (ii) the costs of replacing parts and maintenance services for the repair of Errors that were entirely or partly caused by attempts at repair by third parties other than VR Expert; (iii) work performed to overhaul the Products; (iv) modifications to the Products; (v) moving, relocating, reinstalling Products, or work arising from such activity.

65.2 The maintenance fee shall be due regardless of whether Customer actually uses any maintenance or support services.

Art. 66 Exclusions

66.1 Work performed to investigate or repair Errors that are the result of or connected with user errors, improper use of the Products or external causes like failures of internet service, data network connections, power supplies or links to Products, software or materials that are not within the scope of the maintenance agreement is excluded from VR Expert's obligations under the maintenance agreement.

66.2 VR Expert's maintenance obligations exclude the following: (i) investigating or repairing Errors that are the result of or connected with a modification to the Products carried out by a party other than VR Expert or a party acting on behalf of VR Expert; (ii) use of the Products in a manner that is contrary to these Terms and Conditions and a failure on the part of Customer to have the Products maintained in a timely manner. VR Expert's maintenance obligations also exclude investigating or repairing Errors in connection with the Software installed on the Products.

66.3 If VR Expert carries out an investigation and/or performs maintenance work in the context of the exclusions set out in Article 66.1 and/or Article 66.2, VR Expert shall be entitled to charge additionally for the costs of that investigation and/or maintenance work in accordance with its usual rates.

66.4 VR Expert is never obligated to recover data that has been corrupted or lost as a result of Errors and/or maintenance.