GENERAL TERMS AND CONDITIONS

The General Terms and Conditions ("**General Terms**"), together with all applicable Schedules (collectively, the "**Agreement**") are a legal agreement between you, a legal entity ("**Customer**"), and Innerspace GmbH ("**Innerspace**" or "Company"). If you are not legally able to be bound by the Agreement or do not want to consent to the terms of the Agreement, your use of the Products is strictly prohibited. Your use of the Products is subject at all times to this Agreement, as amended from time to time. If you do not unconditionally agree to the foregoing, discontinue the installation or use of the Products. If you proceed with use, you are (i) representing and warranting that you are authorized to bind the Customer; and (ii) agreeing to the Terms.

Order of Precedence. The General Terms are applicable to all Innerspace Products and Services and set forth the terms under which the Customer may use Innerspace Products and Services. Certain Products are subject to additional terms and conditions, which are set forth in the applicable "Schedule." In the event of a conflict or inconsistency between any of the General Terms and a Schedule, the Schedule will govern.

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1. Preamble

1.1. These General Terms and Conditions (hereinafter “GTC”) shall exclusively be applied to and govern all sales of materials, equipment, Products (including all Software and/or Hardware included in such Products or which the Products consist of, hereinafter “Products”) and provision of support and other services (hereinafter “Services” and, together with Products, “Products/Services”) belonging to, or, rendered by Innerspace GmbH to their customers (hereinafter “Customer”).

1.2. These GTC shall apply to all present and future sales which Innerspace provides for the Customer, even if in any specific case there is no further explicit reference to the GTC in subsequent contractual agreements.

1.3. These present GTC shall in any event take precedence over the General Terms and Conditions of the Customer; similarly, any General Terms and Conditions of the Customer will only be deemed to have legal effect if they have been acknowledged in writing by Innerspace and are not at variance with the present GTC.

2. Definitions

In this Agreement, the following words and expressions have the following meanings unless the context requires otherwise.

2.1. **Innerspace** means Innerspace GmbH, a company registered at the court of Innsbruck, Austria under FN 474583 t with VAT ID ATU72390879 and its affiliate Innerspace US Inc.

2.2. **Deliverables** means any Hardware, Software, Subscriptions, Cloud Service or any agreed outcome of Professional Services agreed to provide to Customer. Among them are the Frame-by-Frame Process Models and the Frame-by-Frame Compliance Materials as outlined in the Product Guide.

2.3. **Delivery** with respect to Hardware means the date of shipment, and with respect to Software and Cloud Services means when the Software or Cloud Service is made available by Innerspace.

2.4. **Documentation** means manuals or other materials provided by Innerspace related to the Products in electronic or other form, as amended from time to time by Innerspace.

2.5. **Effective Date** shall mean the date of Delivery of the Products.

2.6. **Hardware** means a physical appliance and other equipment provided by Innerspace.

2.7. **Cloud Service** means the right to use a cloud system or platform hosted by Innerspace, which provides the services and functionality set forth as set forth in Schedule 1 (“Cloud Services And Software Terms”). They are all provided in the so-called Frame-by-Frame® Cloud..

2.8. **Cloud Service Term** means the length of time for which a Cloud Service is purchased.

2.9. **Intellectual Property Rights** means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work),

trademark rights (including, without limitation, trade names, trademarks, service marks and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

2.10. **Product** means, collectively, any Hardware, Software, Subscriptions, Cloud Service, Services and any combination thereof.

2.11. **Product Guide** is a document defining the available Products and their functionality. It is available for download on Innerspace website.

2.12. **Order** means a written purchase order or similar ordering document, signed or submitted to Innerspace under which the Products are provided for Customer's use.

2.13. **Professional Services** means services provided by Innerspace under a Statement of Work and/or set forth on an Order.

2.14. **Software** means software embedded in Hardware, used to provide a Cloud Service or any software licensed to Customer as a Subscription, including any Updates thereto.

2.15. **Service or Services** means Professional Services and Support Services.

2.16. **Specification** means the functionality for the Product as documented in the Product guide and in other Product data sheets.

2.17. **Statement of Work** or **SOW** means a document between Innerspace and Customer, containing descriptions of Professional Services, rates and timelines for those Professional Services.

2.18. **Subscription** means a license provided by Innerspace for a Subscription Term under which Innerspace provides Software with certain features and functionality to Customers, either on-premises or as a Cloud Service.

2.19. **Subscription Term** means the length of time for which a Subscription is purchased.

2.20. **Support Term** means the length of time for which the Support Service is purchased.

2.21. **Support Services** means the maintenance and technical support services provided by Innerspace with respect to each Product, as described in Schedule 3 ("Support Services Terms").

2.22. **Update** means minor enhancements, error corrections and bug fixes to the Software.

2.23. **NFP (non for production) Product means** any Product which is restricted for evaluation purpose usage. Customer must not use NFP Products in a production environment.

2.24. **GDPR** refers to Regulation (EU) 2016/679 of the European Parliament and of the Council.

2.25. **Personal Data** means any information relating to an identified or identifiable natural person.

2.26. **Processing** refers to any operation or set of operations performed on Personal Data, including collection, storage, use, disclosure or deletion.

2.27. **Controller** means the entity that determines the purposes and means of the processing of Personal Data.

2.28. **Processor** means the entity that processes Personal Data on behalf of the Controller.

2.29. **Sub-processor** means any third party engaged by the Processor to process Personal Data on behalf of the Controller.

3. Conclusion of contract

3.1. By ordering the Products/Services, the Customer is making a binding offer. The Order is accepted by means of a written confirmation of the Order, or by Delivery of the Product/Service to the Customer. Offers made by Innerspace are non-binding and subject to confirmation. Any offer by Innerspace keeps its validity for a maximum of 30 days. This applies even if Innerspace has provided the Customer with product descriptions.

3.2. Where the Company grants the Customer an evaluation right, these GTC govern all installation and use of the Software from the moment of first installation or first use, regardless of whether a separate commercial agreement has been executed."

4. Object of purchase

4.1. The scope, type and quality of the Products/Services are determined by the contents of the order confirmation or invoice. Any other specifications or requirements will only become an integral part of the contract if the parties agree to this in writing or if Innerspace has confirmed this in writing. Any requests for additions and changes made subsequent to conclusion of the contract shall be remunerated separately in accordance with the specified conditions; these present GTC shall also apply to such requests for additions and changes.

5. Prices

5.1. All prices are exclusive of VAT and are expressed in Euros. A separate individual price is calculated for every Product/Service. This price is only valid for a specific defined Product/Service and therefore does not apply to other, even similar Products.

5.2. The prices of Products are based on the costs at the time of the initial price quotation. Services (programming, training, advisory services via telephone, repairs, etc.) shall be charged based on work expenditure in accordance with the rates valid on the day of performance of the Services. Deviations from the work expenditure calculated in the contractually agreed price that are not attributable to Innerspace shall be charged according to actual incurred expenses.

5.3. The following costs are not included and are for the Customer's expense, unless expressly agreed otherwise: prices of packaging, transportation and travel costs, including transport insurance, storage costs, costs of carriage, import duties, taxes, levies, etc.

5.4. Currency fluctuations, increases in prices of materials, auxiliary materials and raw materials, wages, salaries, social security charges, costs imposed by the government, levies and taxes, transportation costs, import and export duties, or insurance premiums, arising between the order confirmation and Delivery of sold Products/Services entitle Innerspace to increase the agreed price accordingly.

5.5. The Customer shall be charged separately for travel expenses and daily subsistence allowances and accommodation in accordance with the respectively valid rates. Travel times are deemed to be working time.

6. Terms of payments

The invoices presented by Innerspace are to be settled according to these GTC without any deductions and free of expense. These GTC agreed upon for the entire Order shall also apply per analogy to partial invoices. The payment of the Products/Services shall generally be made without delay unless explicitly stated otherwise on the invoice. Innerspace can also request a full or partial advanced payment before delivering any Products/Services. Payments must be madeby bank transfer to the account of Innerspace specified in the respective invoice free of charges and deductions.

6.1. Discounts on payments require a separate written agreement. In the event of a delay in payment, including with partial payments, any discount agreements entered into shall be null and void. Payments by the Customer shall only be deemed to have been made when the amount is received by Innerspace on its account.

6.2. Any amounts not paid when due shall accrue interest at the rate of one percent per month (twelve percent per annum), or the maximum rate permitted by applicable law if lower, calculated daily from the due date until the date of actual payment in full.

6.3. The Customer shall not be entitled to withhold payment for reasons of incomplete delivery, guarantee or warranty claims or deficiencies.

6.4. Any undue delay of full payment allows Innerspace to stop delivering the ordered Deliverables until full payment has been made. This also holds, if the cancellation of Products/Services disrupt the access and/or usage of previously paid Deliverables. The time of Products/Services Delivery suspension will not be change the original termination date of Delivery.

7. Reservation of ownership

7.1. Innerspace will retain ownership of the Products sold until all present and future receivables arising out of the purchase contract and ongoing business relationship (secured claims) have been paid in full. The Products subject to reservation of ownership may neither be pledged to third parties nor assigned by way of security until the secured claims have been paid in full. The Customer bears the full risk for the reserved Products, in particular the risk of destruction, loss or deterioration. Innerspace shall be entitled to charge incurred transport and manipulation charges in the case of withdrawal of the goods.

8. Delivery

8.1. The delivery time is individually agreed or specified by Innerspace when the Order is accepted. Innerspace endeavors to do its utmost to meet the performance (completion) date as closely as possible. The anticipated dates of performance can only then be met if the Customer provides all the work and all the documentation necessary to this end in full at the dates prescribed by Innerspace and if the Customer fulfils their duty to cooperate to the extent required.

8.2. If Innerspace is unable to comply with binding delivery/performance times for reasons, for which Innerspace is not responsible (in particular unavailability of the respective Products or employees or third-party providers required for performance of the Services), Innerspace will inform the Customer of this without delay and will at the same time inform the latter of the anticipated new delivery time. If such circumstances make delivery/performance impossible or unacceptable, the Contractor can be released from his delivery obligation.

8.3. Should it turn out during Delivery of Services that it is impossible to perform the Order from a factual or legal point of view, Innerspace is obliged to immediately notify the Customer thereof. If the impossibility of performance results from a default of the Customer or if it results from a subsequent alteration of the performance description by the Customer, Innerspace is entitled to withdraw from the Order. The costs and expenses that have been accumulated up to this time for the activities of Innerspace are to be reimbursed by the Customer.

8.4. Innerspace shall not be responsible for delays in Delivery and increases in costs caused by incorrect, incomplete or subsequently changed data and information or, respectively, such documents provided and same shall not lead to default of Innerspace. Supplementary costs arising thereof are borne by the Customer.

9. Transfer of risk

9.1. In the case of self-collection of Products by the Customer, the benefit and risk shall pass to the Customer at the latest upon handover after payment, i.e. Incoterms ® 2020 Ex Works (EXW).

9.2. In case of delivery Innerspace determines the type of transport and the transport route. The transfer of risk, costs, and responsibilities shall be governed by the Incoterms® 2020 explicitly agreed for the relevant Delivery. If no Incoterm is expressly agreed, Delivery shall be deemed to be Incoterms® 2020 Delivered Duty Paid (DDP)..

10. Returns

10.1. Customer may cancel all purchase orders for Products (excluding renewals) within 14 days of shipment of Hardware or Delivery of Software (“Cancellation Period”). After the Cancellation Period, all purchase orders are non-cancellable, and the fees paid to Innerspace for Products/Services are non-refundable. Fees for Services provided by Innerspace are non-cancellable and non-refundable once performance commences.

10.2. In the event that it was explicitly agreed that Customer has to accept Products/Services according to an agreed procedure which is later than 14 days after the Order, the acceptance cannot be cancelled after it.

10.3. In the event that the agreed delivery time is exceeded due to the sole fault or unlawful conduct of Innerspace, the Customer is entitled to withdraw from the respective Order by means of a registered letter in case that essential parts of the convened service cannot be performed even if a reasonable period of grace is set and in case that the default occurred without the Customer's fault.

11. Professional Services

11.1. If applicable, Professional Services will be provided in accordance with these General Terms and Schedule 4 ("Professional Services Terms").

12. Support Services

12.1. **Support Services Purchase**. Support Services may be purchased separately or may be bundled into the price.

12.2. **Support Services Entitlement**. For Customers with active Support Services, the following shall apply:

12.2.1. Support Services will only be available for the specific Product for which the Support Services is purchased.

Applying Updates or receiving Support Services on systems where no valid entitlement has been purchased is strictly forbidden and in violation of this Agreement.

12.2.2. For Hardware, Customer is entitled to receive replacement of defective Hardware as set forth in Schedule 3 ("Support Services Terms").

12.2.3. For Software during the purchased Subscription Terms, Customer is entitled to Updates to Software. Innerspace shall provide Customer with all Updates, without additional charge, in accordance with Schedule 3 ("Support Services Terms"). Upon Delivery to Customer, each Update will constitute Software and will thereafter be subject to and governed by this Agreement, including without limitation the license and warranty terms.

12.2.4. Support Services for Software are always required for continued access to the full functionality and proper operation of the Product. Customer acknowledges that failure to pay for ongoing Support Services will limit or degrade the functionality of the Products.

13. Copyright And Intellectual Property Rights (IPR)

13.1. All Products/Services, in particular the Software and its content are protected by copyright. The Delivery of Products/Services to the Customer only grants the Customer permission to use the Products/Services in the defined form. In this respect, upon payment of the purchase price by the Customer Innerspace grants the Customer a non-exclusive, time-restricted, non-transferable license to use such Product/Service solely for its own internal business purposes, provided the Customer complies with the restrictions set forth herein.
Innerspace is the sole owner of the patent pending: EP4756686A1 - COMPUTER-IMPLEMENTED METHOD FOR CALCULATING A PROCESS RISK IN BIOPHARMACEUTICAL MANUFACTURING PROCESSES and the registered trademark “Frame-by-Frame”.

13.2. All copyrights and other intellectual property rights existing prior to the date of delivery of products and/or performance of Services (in particular including Software) shall belong to the party that owned such rights immediately prior to the date of performance of such Services. Neither party shall gain, by virtue of this Agreement, any rights of ownership, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. The Company shall own all copyright, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to any techniques, know-how, software, inventions, processes, data, design, diagrams, documentation and all other information and materials created by the Company in performing the Services hereunder.

13.3. Copyright infringements shall be pursued in court and publicized, and partner organizations shall be notified in such events. Also, the website of the company, its form and content are protected by copyright.

14. Term, Termination, and Survival

14.1. **Termination for Cause**. Either party may terminate Agreements upon written notice of a material breach by the other party subject to a thirty (30) day cure period (“Cure Period”). If the breaching party has failed to cure the breach within the Cure Period after receipt by the breaching party of written notice of such breach, the non-breaching party may terminate this Agreement.

Agreements may be automatically terminated by Innerspace in the event Customer has breached any license restriction and, in Innerspace’s determination, that breach cannot be adequately cured within the Cure Period.

14.2. **Support Services**. Support Services will begin on the date of Delivery of the Products and will continue in effect for the duration of the Support Term. Support Services will automatically renew at the end of any Support Term, at the then-current price, for an additional period equal to the length of the prior Support Term. Either party may provide notification of its intention to not renew at least sixty (60) days prior to the expiration of the then-current Support Term. Customer may terminate Support at any time, for its convenience, on thirty (30) days’ prior written notice to Innerspace; provided, however, that no refund shall be owed, and Customer is obligated to pay any remaining Fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of the termination.

14.3. **Subscriptions**. The term of each Subscription will begin on the date of Delivery of the Products and will continue in effect for the duration of the Subscription Term. Subscriptions will automatically renew at the end of any Subscription Term, at the then-current price, for an additional period equal to the length of the prior Subscription Term. Either party may provide notification of its intention to not renew at least sixty (60) days prior to the expiration of the then-

current Subscription Term. Customer may terminate a Subscription at any time, for its convenience, on thirty (30) days' prior written notice to Innerspace; provided, however, that no refund shall be owed, and Customer is obligated to pay any remaining Fees owing for the remainder of the then-current Subscription Term within thirty (30) days of the effective date of the termination.

14.4. **Professional Services; Statements of Work**. Unless otherwise stated in a SOW, Customer may terminate a SOW at any time for its convenience by providing at least thirty (30) days' prior written notice to Innerspace; provided, however, that no refund will be owed and Customer is obligated to pay any amounts owing for Professional Services and Deliverables provided or performed under that SOW up to and including the date of termination. If required by Customer, with effect from the Termination Date Innerspace will continue to perform all or any part of Services which Customer may require and/or take all reasonable action required by Customer to maintain continuity of Services. Unless otherwise set out in a mutually agreed Exit Plan, Customer will pay an upfront amount of 50% of the planned cost of Services per month.

If a partial termination occurs (including in relation to a SOW), the provisions of this **"Consequences of Termination" clause** will apply insofar as they relate to such partial termination.

14.5. **Effect of Termination**. Except for termination of an Agreement by Innerspace for Customer's breach, no termination of an Agreement shall impact any active Subscription, Cloud Service, Support Services or SOW that extends beyond such termination, and an Agreement shall continue to govern and be effective until expiration or termination of such Subscription, Cloud Service, Support Services or SOW.

The provisions of Section 6 ("Payment Terms"), Section 15 ("Waiver of Consequential Damages and Limitation of Liability"), Section 17 ("Export and Compliance with Laws"), Section 12 ("Confidential Information"), Section 20 ("Governing Law, Venue and Dispute Resolution"), and Schedule 2 ("Limited Warranty") and any other terms which by their nature should survive termination shall survive termination of an Agreement.

15. Liability

15.1. If nothing to the contrary is expressly agreed upon in these GTC, claims for damages of any kind whatsoever, especially such for consequential damages or resulting from an unlawful act, are excluded. This also applies to claims raised against the company's employees.

Liability for gross negligence, warranted properties and liability pursuant to the product liability act however remain unaffected. The company assumes no liability for data losses on the part of the customer. Innerspace certifies it is in compliance with all applicable laws relating to anti-bribery, anti-corruption, or anti-money laundering (including, but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, UK Bribery Act of 2010, as amended) ("Anti-Corruption Laws").

15.2. Innerspace has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value in an effort to improperly or corruptly seek to influence any Government Official (hereinafter defined), and, if Innerspace is itself a Government Official, it has not accepted, and will not accept in the future, such a payment.

Further, Innerspace undertakes to update the representations and warranties herein if (during the term of this Agreement) Innerspace, or any of the employees, individuals, or subcontractors who will be primarily responsible for performing under this Agreement, or a Familial Relative (hereinafter defined) of such an employee or individual or subcontractor, becomes a Government Official or, if a Governmental Entity (hereinafter defined) or Government Official becomes an owner of Innerspace.

15.3. Innerspace shall promptly provide by written notice to Customer of any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any officer, employee, agent or representative of Customer or any other third party which may be related to the purchase of additional services, equipment, or materials, under this Agreement, the performance of obligations under this Agreement, or the obtaining of this Agreement by Service.

15.4. Innerspace acknowledges and agrees that Customer may exercise any remedy under equity and law, including, but not limited to, terminating this Agreement upon Customer providing written notice to Innerspace in the event Innerspace fails to provide such timely prompt notice.

15.5. For the avoidance of doubt, the following terms are defined as follows:

"Familial Relative(s)" means a parent, spouse, child or sibling (including any such relationships formed by marriage.
"Government" means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive.
"Governmental Entity(ies)" means any court, tribunal, or arbitral body with competent jurisdiction; any military, quasi-military, or law enforcement agency; or any other entity agency, department, authority, or other instrumentality of any supra-national, federal, national, state, county, local, municipal, or other political subdivision, administrative authority, agency, commission, instrumentality, or other governmental, regulatory body. "Government Official" shall be broadly interpreted and means: (i) any elected or appointed non-U.S. Government official (e.g., a legislator or a member of a non-U.S. Government ministry); (ii) any employee or individual acting for or on behalf of a non-U.S. Government official, non-U.S. Government agency, or enterprise performing a function of, or owned or controlled by, a non-U.S. Government (e.g., a healthcare professional employed by a non-U.S. Government hospital or researcher employed by a non-U.S. Government university); (iii) any non-U.S. political party, any non-U.S. political party officer, candidate for non-U.S. public office, or employee or individual acting for or on behalf of a non-U.S. political party or candidate for public office; (iv) any employee or individual acting for or on behalf of a public international organization; (v) any member of a royal family or a member of a non-U.S. military, and (vi) any individual otherwise categorized as a Government Official, or acting for or on behalf of a Government Official under applicable Law.

15.6. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) INNERSPACE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

16. Confidential Information

16.1. **Definition**. “Confidential Information” refers to the following information disclosed by one party (“ Discloser”) to the other (“Recipient”): (a) any document Discloser marks as “Confidential” or “Proprietary”; (b) any information Discloser orally designates as being “Confidential” at the time of disclosure, or which given the circumstances of the disclosure and the nature of the information would reasonably be considered confidential; (c) the non-public features and functions of the Products, Innerspace’s price lists, technology, trade secrets, marketing strategies, customer lists, mail lists and information concerning the design or methods of manufacture of the Products, for which Innerspace is Discloser; (d) this Agreement; and (e) any other nonpublic, sensitive information disclosed by Discloser. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure and not in violation of any confidentiality obligations; (ii) becomes known publicly, before or after disclosure, other than because of Recipient’s improper action or inaction; or (iii) is approved for release in writing by Discloser.

16.2. **Maintenance of Confidentiality**. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a similar nature; (ii) limit disclosure to those persons within Recipient’s organization who have a clear and well-defined “need to know” and who have previously agreed in writing to obligations at least as stringent as the provisions hereof, either prior to receipt of Confidential Information as a condition of their employment or in order to obtain the Confidential Information; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, Products or other tangible objects which embody the other party’s Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain all notices of confidentiality contained on the original Confidential Information.

16.3. **Exceptions**. The parties agree that the foregoing shall not apply to any information that Recipient can prove, through written evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of, or reference to, any of Discloser’s Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party without an obligation of confidentiality. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has, to the extent legally permissible, given prompt advance notice to Discloser of such required disclosure.

16.4. **Injunction**. Recipient agrees that breach of this Section 16 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

16.5. **Return of Confidential Information**. With respect to each item of Confidential Information, the obligations of Section 16.2 (“Maintenance of Confidentiality”) will terminate five (5) years after the date of disclosure. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof. Where permissible by law, Recipient may retain one copy of all written materials returned to provide an archive record of the disclosure, which remains subject to the confidentiality terms of this Section 12.

16.6. **Retention of Rights**. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title and interest in and to all its Confidential Information.

17. Privacy policy and collection of customer data

17.1. During its operations, Innerspace will use data processing equipment and store client data to the extent this is necessary to perform its contractual obligations and permissible under the Data Protection Act / the General Data Protection Regulation. By placing an Order, clients give their express consent that the data transmitted to Innerspace will be stored and processed by computer for the purpose of advertising, consulting and market research. This data shall not be passed on to third parties.

Please refer to Innerspace´s Privacy Policy located online at https://www.innerspace.eu/privacy and the Data Processing Addendum (DPA) located online at https://www.innerspace.eu/dpa for further information about how Innerspace uses, transfers and shares information collected by or provided to it. Customer can revoke their consent by email to privacy@innerspace.eu at any time.

17.2. The Products of Innerspace may process anonymized/pseudonymized and/or personal data which may be stored in a Cloud environment. The following data is collected:

Platform metadata - Information about the configuration and state of the on-premise device. (e.g. graphic card name, amount of RAM, Windows version, 3rd party application versions, installed application version, device is online or offline)

Software exceptions - Information to detect errors which occurred during the usage of the platform. (e.g. application status)

Software metadata - Metadata about its usage (e.g. UI interaction, training statistics). This metadata is used for reporting features of the Software and Product improvements.

The purposes include:

- Improve the quality and the usage of the Product and service
- Detect problems in the services
- Generate aggregated reports for the Customers
- Process and store personal training results
- Analyzing videos and generate Frame-by-Frame Process Models

17.3. The personal data is kept for as long as the data subject remains a customer of Innerspace.

17.4. Each data subject shall have the right granted by the European legislator to withdraw their consent to process their data at any time. If the data subject wishes to exercise the right to withdraw their consent, they may contact us at any time via privacy@innerspace.eu. The data subject should be aware that if consent is withdrawn, they will no longer receive any product metrics.

18. Export regulations

18.1. To the extent the Products/Services need an export license to be exported from Austria, the Customer must, if the Product/Service shall be delivered abroad, either fill in and sign (or have

signed) an end user certificate or, respectively, submit an import certificate signed by the competent authorities of the country of destination.

19. Force majeure

19.1. Neither party hereto shall be liable for any failure to timely perform any of its obligations under this Agreement if such failure is caused by the occurrence of any event beyond the reasonable control of such party, including, without limitation, fire, flood, strikes, hurricanes, and other industrial disputes, failure of raw material, failure of transport, accidents, wars, riots, insurrections, acts of God or orders of any government department or agency.

20. Severability clause

20.1. In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid provision.

21. Governing law

21.1. The GTC shall be subject to Austrian law, excluding the UN Convention of International Sale of Goods and the reference norms (IPRG, EVÜ, etc.). Exclusive court of jurisdiction is the competent court in Vienna, Austria.

Schedule 1: Cloud Services And Software Terms

In addition to the General Terms, the following terms govern the customer's use of the Software.

1. **License Grant**. Subject to the terms of the Agreement and payment of all Fees, Innerspace grants Customer, for the duration of the the Subscription Term, a nonexclusive and revocable license to use the Software solely for Customer's internal business purposes. Innerspace reserves all rights not expressly granted to Customer. The rights granted are limited to the Software and do not include any other patent or Intellectual Property Rights. Innerspace retains ownership of the Software, and all Intellectual Property Rights contained therein. If Software has been licensed as NFP Product, the Customer must not use the Software in a production environment, or beyond the term of the NFP license.

2. **Permitted Uses**. This Agreement allows Customer to use the Software only on the single Hardware device on which the Software was Delivered or on other hardware that meets the requirements set forth in the Software Specification. In addition, use of the Software shall be limited, as applicable and as set forth in Innerspace's Product Guide, Offer, Documentation and website, to a maximum number and/or a certain type of users and/or modules and functionalities. Even if the Software does not technically inhibit the usage of parts which have not been purchased, this usage is forbidden. Innerspace can claim a fee of 2 times the list price of a specific Software, which has been in use unlicensed for more than a month.

3. **Bundled Instances of Software**. Innerspace may offer Software Products, which are intended to be run in one location with identical or almost identical configuration for the same purpose. Usage of such Software independent of its intended setup is strictly forbidden. If such a usage is detected, Innerspace is entitled to charge the full list price of the Product additionally to what the price of the bundled instance was and for the full time period of forbidden usage, at least for a 1-year period.

4. **Restrictions on Software Rights**. Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; (c) reverse engineer, decompile, disassemble or otherwise attempt to derive any of the Software's source code; (d) make copies of the Software, other than one backup copy solely as necessary to use the Software in accordance with the Agreement; (e) transfer, rent, lease, lend or sublicense the Software or allow a third party to do so or otherwise transfer the Software or any of its rights and obligations under this Agreement; (f) utilize or run the Software on more computers than the number of licenses that were purchased; (g) operate the Software in a fashion that exceeds the capacity or capabilities that were purchased; (h) develop, disclose, publish or otherwise make publicly available any benchmarks, measurements, performance or comparison tests or other reports on the Software; (i) interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Software, their related systems or networks or any third party data contained therein; (j) use the Software in any manner not authorized by the published Specifications for the applicable Software; (k) duplicate the Software, except for making a reasonable number of archival or backup copies, provided that Customer reproduces in its copy the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to Customer; or (l) sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Software.

5. **Automatic Installation of Updates**. Innerspace regularly makes Software and firmware Updates available to Customers with an active Support Service entitlement to correct errors, update configuration or prevent issues. To the extent possible within the specific Product, these are automatically installed unless Customer opts out in the system configuration.

6. **Documentation Usage**. Customer may reproduce the Documentation as reasonably necessary to support internal use of the Software.

7. **Method of Delivery**. Innerspace shall provide the Software to Customer, through a system of electronic download or via other media, in its discretion.

8. **Software Audit**. During the Term of this Agreement, and at any time during the two (2) years thereafter, Innerspace may audit Customer's use of Software on thirty (30) days' advance written notice. The customer shall cooperate with the audit, including by providing access to any books, computers, records or other information that relates to the use of the Software. Such an audit shall not unreasonably interfere with the Customer's business activities. If Innerspace discovers unauthorized use, reproduction, distribution or other exploitation of the restrictions for the Software, and such unauthorized use exceeds five percent (5%), then Customer shall reimburse Innerspace for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies that Innerspace may have. Innerspace may not conduct an audit more than once per year unless it reasonably believes Customer, its affiliate or an authorized user has engaged in any unauthorized use, reproduction, distribution or other exploitation of the Software.

9. **Open Source and Third-Party Licensing**. The Products may include programs covered by the GNU General Public License (GPL), the Lesser General Public License (LGPL), or other open-source license agreements. The Software does not constitute an altered or further developed version of these programs. These programs are copyrighted by their respective authors or other parties, and the authors and copyright holders disclaim any warranty for such programs. Products may also include software from third-party vendors covered by their respective End User License Agreements (EULAs) and/or General Terms and Conditions (GTCs). This includes, but is not limited to, software such as the Microsoft Windows Operating System, VR equipment software, and similar packages. The Software does not constitute an altered or further developed version of these programs.

Schedule 2: Limited Warranty

In addition to the General Terms, the following Warranty terms will apply.

The warranty provisions of the Austrian General Civil Code (ABGB) shall apply in principle to all Products and Services of Innerspace subject to the following provisions.

1. **Hardware Warranty**. For Hardware, Innerspace warrants to Customer that, for TWO (2) year from the Delivery of the Hardware, the Hardware will be free from defects in materials and workmanship (the “Hardware Warranty”). If Innerspace determines, in its reasonable discretion, that a material defect is incapable of correction or that it is not practical to repair or replace defective Hardware, the price paid by the Customer for the defective Hardware will be refunded by Innerspace upon return of the defective Hardware to Innerspace. All Hardware (or any part thereof) that is replaced by Innerspace, or for which the purchase price is refunded, shall become the property of Innerspace upon replacement or refund.

2. **Software Warranty**. For Software, Innerspace warrants to Customer that, for ninety (90) days from the Delivery of the Software, the Software will perform substantially in accordance with the applicable Specification. In addition, to Innerspace’s knowledge, at the time of Delivery the Software is free from what are commonly defined as viruses, worms, spyware, malware and other malicious code that may potentially hamper performance of the Software. Innerspace’s sole obligation shall be to correct the non-conforming Software. If Innerspace determines, in its reasonable discretion, that a material non-conformance is incapable of correction, Innerspace will provide the Customer with a pro-rata refund of the price paid for the non-conforming Software. The license granted with respect to any Software for which a refund has been given automatically terminates immediately upon refund.

3. **Services Warranty**. Innerspace warrants to Customer that Services will be performed in a professional manner in accordance with industry standards for like services. Customer shall notify Innerspace within thirty (30) days of any non-conformity and Customer’s sole remedy for breach of this warranty is reperformance of the affected Services.

4. **Warranty Claims**. All warranty claims must be made to Innerspace within the applicable warranty period specified herein, if any. Replacement Hardware may consist of new or remanufactured parts that are equivalent to new. Customer will pay the shipping costs for return of Products to Innerspace. Innerspace will pay the shipping costs for repaired or replaced Products back to Customer.

5. **Exclusions**. The warranties stated in this Schedule shall not apply if a Product has: (i) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by Innerspace; (ii) been repaired or altered by persons other than Innerspace; (iii) not been installed, operated, repaired and maintained in accordance with the Documentation; (iv) been used with any third party software or hardware that has not been previously approved in writing by Innerspace; (v) been subjected to causes external to the Product such as, but not limited to, natural disasters, failure of electrical systems, fire or water damage; or (vi) has been relocated outside of the original ship-to country or transferred to a party other than the original Customer.

   The Products are not intended for use with any high risk or strict liability activity, including, without limitation, air or space travel, nuclear facilities, technical building or structural design, power plant design or operation, life support or emergency medical operations or uses, or any other uses in which failure could lead to death, personal injury, or environmental damage, and Innerspace makes no warranty and shall have no liability arising from any use of the Products in any high risk or strict liability activities.

6. **Remedies Exclusive**. The remedies stated in this Schedule are the Customer's sole and exclusive remedies, and Innerspace's sole obligations, with respect to Products that fail to comply with the foregoing warranties.

7. **Disclaimer of Warranties**. Innerspace provides no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Product made by anyone other than Innerspace, unless an authorized Innerspace representative approves of such modification in writing; or (ii) use of the Product in combination with any operating system not authorized in the Specifications or with hardware or Software specifically forbidden by the Specifications.

   Except for the express warranties set forth herein, all Products, Documentation and any other Deliverables are provided on an "as is" basis without any warranty whatsoever. The sole remedy for any breach of any or all the foregoing warranties shall be repair, replacement or refund of the cost of any non-conforming Product(s).

Schedule 3: Support Services Terms

In addition to the General Terms, the following terms govern the customer's use of the Innerspace Support Services. This Schedule sets forth the terms and conditions under which Innerspace will provide Customer with Support Services.

Innerspace offers Support Plans designed to enhance the value of Product usage. These include:

- Troubleshooting, problem resolution, and recovery advice
- Access to Innerspace technical support specialists
- Multiple methods of access (email, web, phone, remote)
- Online access to the Innerspace Knowledge Base for the latest product support materials

Standard and Premium support does not include on-site support. All related costs for on-site work will be charged separately.

Cloud Services Commitments

- Innerspace operates Cloud Services according to industry standards. The minimum System Uptime Innerspace is committed to maintain is 99,5%.
- Innerspace shall notify Customers of any data breach without undue delay, the latest within 72 hours of incident/data breach.
- In alignment with its Disaster Recovery Plan, Innerspace aims to maintain a Recovery Time Objective (RTO) of 4 hours and a Recovery Point Objective (RPO) of 12 hours for the Frame-by-Frame Cloud.

System Uptime For Cloud Services Explanation

"System Uptime" shall be calculated monthly, as of the end of each month, and shall equal the result of the following calculation:

$$\text{System Uptime } [\%] = \frac{Total - Excluded\ Downtime - Non\ Excluded\ Downtime}{Total - Excluded\ Downtime} * 100$$

Where:

- Total means the total number of minutes in the subject month
- Downtime means the number of minutes during the subject month when the Software-as-a-Service Product is not accessible to Customer or during which a P1 Issue exists.
- *Non-Excluded Downtime* means the number of minutes during the subject month of Downtime that is not Excluded Downtime
- *Excluded Downtime* means the following:
    - Any planned Downtime so that Supplier can perform routine maintenance and of which Innerspace provides Customer notice at least 48 hours in advance. Innerspace will use its best efforts to schedule all routine maintenance during the weekend hours after 5:00 p.m., Friday, Pacific Time, through 2:00 p.m. Sunday, Pacific Time (i.e. Saturday 02:00 CET through Sunday 23:00 CET). In no event shall Excluded Downtime exceed 20 hours per month.
    - Any Downtime due to a force majeure event described in Section 19 or any failure in Customer's own internal equipment or software or Customer's internet connection.

Priority Explanations

When a customer raises a ticket with Innerspace, an assessment is made based on the information given. Innerspace will let the Customer know the priority, which has been assigned. This can be reviewed by a customer's objection.

Priority is based on two factors: **severity** and **impact.**

Priority Code	Explanations
P1	Priority ONE is used for system faults where there is a major impact on normal operation of the system. Innerspace will immediately begin work on a P1 ticket, with the immediate goal of restoring normal operation to the system via a fault correction or a satisfactory workaround.
P2	Priority TWO is used for system faults where normal system operation is affected to some degree and a satisfactory workaround is not available.
P3	Priority THREE is used for system faults where a fault was detected, but normal operation is not affected.
P4	Priority FOUR is used when an enhancement request is made for potential modifications to System.
P5	Priority FIVE is used when the customer asks for general information.

Standard Support

To ensure high performance of your training solution, Innerspace offers a Standard Support plan that meets the needs of many enterprises. Standard coverage applies to all Products purchased from Innerspace.

Standard Software Support

- Email support
- Phone support
- Remote support
- Access to ticketing system
- Access to the Innerspace Online Knowledge Base

Remote support requires a secure access via internet onto the respective equipment.

Standard Hardware Support

Within the Warranty Period Innerspace will handle it according to the Warranty Terms. If the Hardware is not within the Warranty Period, the Customer will be offered new equivalent equipment and shipped after informal confirmation of the pricing offer.

Priority levels are the same as in Premium Support. Response Times and Resolve Times will be based on capacity availability and will be done on a best effort basis.

Availability Hours

09:00 - 17:00 on Austrian business days (CET/CEST) and 9am – 5pm ET/EDT on US (N.C.) business days

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Support Contact

Innerspace GmbH
Helga-Krismer-Platz 1
6020 Innsbruck

Phone:	+43 (0) 660 140 0971
Email:	support@innerspace.eu
Support Center:	support.innerspace.eu

Schedule 4: Professional Services Terms

In addition to the General Terms, the following terms govern Customer's purchase and use of Professional Services.

Milestones and Acceptance

All Deliverables shall be comprehensively set out in an SOW. Deliverables will be considered accepted when they meet the agreed objectives and are approved by the designated Customer representative. Upon delivery, the Customer shall review each Deliverable and notify Innerspace in writing within ten (10) business days of any non-conformities in a way that enables Innerspace to clearly identify and remedy any deficiencies. Innerspace shall remedy any validated non-conformities promptly and at its own cost. Absent such notice, the respective Deliverable shall be deemed accepted.

Responsibilities

Responsibilities of Innerspace:

Innerspace shall:

a) perform the Services with due care, skill, and diligence in accordance with generally accepted professional and industry standards;
b) ensure that all personnel engaged in providing the Services are appropriately qualified and experienced;
c) use only tools, equipment, and methods that comply with applicable regulatory and safety requirements;
d) promptly inform the Customer of any circumstances likely to affect the performance, timing, or quality of the Services;
e) cooperate fully with the Customer's project team and provide regular progress updates, technical documentation, and interim reports as reasonably requested;
f) not make any commitments or representations to third parties on behalf of the Customer without prior written authorization;
g) shall at all times maintain the agreed confidentiality; and
h) ensure that all Deliverables and work results comply with the agreed specifications and applicable legal and regulatory obligations.

Responsibilities of the Customer:

The Customer shall:

a) provide Innerspace in due time with all necessary information, data, documentation, and access to systems or facilities required for the performance of the Services;
b) ensure that all information provided to Innerspace is complete and accurate to the best of its knowledge;
c) appoint the needed leadership persons mentioned in the SOW authorized to make decisions and provide approvals or instructions on behalf of the Customer;
d) review and approve Deliverables, reports, and milestones within the agreed timelines and provide timely feedback;
e) obtain and maintain all permits, authorizations, and third-party rights required for the intended use of the deliverables, unless expressly assigned to Innerspace;

f) ensure a safe and compliant working environment where the Services are performed;
g) shall at all times maintain the agreed confidentiality;
h) shall provide timely access to personnel, facilities, systems, and information as reasonably required for the performance of the Services;
i) shall commit the resources as laid out in this SOW; and
j) cooperate in good faith with Innerspace to enable the timely and proper execution of the Services.

Dependencies: Any delay, omission, or failure by the Customer to provide such cooperation shall extend corresponding project timelines and entitle Innerspace to recover reasonable additional costs or reallocation fees and, accordingly, the Service Provider's performance obligations shall be suspended to the extent they are materially impeded by any delay, omission, or inaccuracy in the information, materials, or approvals to be provided by the Customer. Any resulting adjustments to timelines or costs shall be agreed in writing between the Parties.

Changes

Changes to scope, milestones, or Deliverables must be agreed in writing via a Change Order (see template in Appendix) signed by both Parties. Innerspace shall not be required to perform work outside the agreed scope without such approval.

License and Intellectual Property Rights

In projects, where Innerspace generates Frame-by-Frame Process Models and/or Frame-by-Frame Process Compliance Materials the following rules apply.

License and Ownership of Frame-by-Frame Process Model

With a Frame-by-Frame Process License Customer obtains a time-restricted license to use the Frame-by-Frame Process Model with the applications in the Frame-by-Frame Cloud. The digital format is proprietary, can not be downloaded as a whole and can only be used with a valid Frame-by-Frame Cloud subscription. Its validity can be restricted on numbers of users or to the users associated with a specific process, which the SOW and the Process Model is based on.

License and Ownership of Frame-by-Frame Process Compliance Materials

Unless explicitly agreed otherwise for specific Deliverables, upon the Customer's acceptance of the Deliverables and full payment received by Innerspace, the Customer obtains all rights, title, and interest in and to all Process Compliance Materials created under this Agreement. In the case that the Deliverables contain or need any Background IP of Innerspace, Innerspace grants the Customer a **non-exclusive, perpetual, and non-transferable license** of the respective Background IP to use these Deliverables.

Background IPR: Each Party shall retain all rights, title, and interest in and to any intellectual property owned, developed, or controlled by it prior to the commencement of this Agreement or independently of the Services ("Background IPR"). No transfer or license of such Background IPR is implied unless expressly stated. Innerspace's Frame-by-Frame Database and the Frame-by-Frame Process Intelligence are Background IPR.

Foreground IPR: Unless explicitly stated and specified otherwise in an SOW there will be no creation of new Customer Foreground IPR.