GENERAL TERMS AND CONDITIONS

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 (hereinafter the "Company") to their customers (hereinafter "Customer").

1.2   These GTC shall apply to all present and future sales which the Company 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 the Company and are not at variance with the present GTC.

2. Conclusion of contract

2.1   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 rendering/delivery of the Product/Service to the Customer. Offers made by the Company are non-binding and subject to confirmation. This applies even if the Company has provided the Customer with product descriptions.

2.2   The GTC also govern the time upon earlier installations or first use of software, if the Customer is granted an evaluation.

3. Object of purchase

3.1   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 this in writing or if the Company 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.

4. Prices

4.1   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.

INNERSPACE GmbH
Helga-Krismer-Platz 1 ▪ 6020 Innsbruck

✉ office@innerspace.eu
www.innerspace.eu

Landesgericht Innsbruck
FN 474583 t

Raiffeisen-Landesbank Tirol AG
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IBAN AT17 3600 0000 0084 8606
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4.2   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 the Company shall be charged according to actual incurred expenses.

4.3   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.

4.4   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 the Company to increase the agreed price accordingly.

4.5   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.

5. Terms of payments

5.1   The invoices presented by the Company 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 in advance. Payments must, in principle, be paid by bank transfer to the account of the Company at the Bank: Raiffeisen-Landesbank Tirol AG, account holder: Innerspace GmbH, IBAN: AT17 3600 0000 0084 8606, BIC: RZTIAT22 free of charges and deductions. After a separate written agreement with the Company, the Customer may also choose an alternative form of payment (surname, cash payment, PayPal, bank transfer).

5.2   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 the Company on its account.

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

6. Reservation of ownership

6.1   The Company 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. The Company shall be entitled to charge incurred transport and manipulation charges in the case of withdrawal of the goods.

7. Delivery

7.1   The delivery time is individually agreed or specified by the Company when the order is accepted. The Company endeavors to do his 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 the Company and if he fulfils his duty to cooperate to the extent required.

7.2   If the Company is unable to comply with binding delivery/performance times for reasons, for which the Company is not responsible (in particular unavailability of the respective Products or employees or third-party providers required for performance of the Services), the Company 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.

7.3   Should it turn out during delivery of Services that it is impossible to perform the order from a factual or legal point of view, the Company 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, the Company is entitled to withdraw from the order. The costs and expenses that have been accumulated up to this time for the activities of the Company are to be reimbursed by the Customer.

7.4   The Company 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 the Company. Supplementary costs arising thereof are borne by the Customer.

8. Transfer of risk

8.1   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.

8.2   In case of delivery the Company determines the type of transport and the transport route. In the case of delivery, use and risk only pass to the Customer upon delivery of the goods from the carrier to the Customer.

9. Returns

9.1   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 the Company for Products/Services are nonrefundable. Fees for Services provided by the Company are non-cancellable and nonrefundable once performance commences.

9.2   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.

9.3   In the event that the agreed delivery period is exceeded due to the sole fault or unlawful conduct of the Company, 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.

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9.4   Regardless of the above, Consumers according to the Consumer Protection Act have a right of withdrawal that has to be exercised within 14 days from acceptance of the order by the Company. As to Services, this right does in particular not apply in respect to Services, the performance of which has started, with the consent of the Customer, who has been informed of his right of withdrawal, prior to expiry of the 14 days period. The latter applies, in particular, but without limitation to downloads, provided that the Company has complied with its obligation to inform the Customer on his right of withdrawal.

10. Warranty

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

10.2   Commitments, such as the usability or special characteristics of the Products/Services, or statements made by the employees of the Company are not binding and do not represent an express assurance of certain features.

10.3   Warranty claims are – except towards consumers according to the Consumer Protection Act - dependent on the fact that defects are immediately reported to the Company, namely recognizable defects immediately upon acceptance, hidden defects after discovery, and with presentation of the goods and the original invoice. A warranty claim is in any case limited to the purchase price of the delivered and defective Product.

10.4   As to Services provided to Customers (except for consumers according to the Consumer Protection Act), notwithstanding the above, Customer shall have five (5) days to verify that the Services provided and the tangible results thereof substantially conform to these terms and any other agreements made in relation to the Services. The Customer must notify the Company of its non-acceptance within such five (5) day period. Any notification of non-acceptance has to include a reasonably detailed description of the reasons for such non-acceptance. The Company shall have thirty (30) days from the date of such notification to rectify the problem, following which the Customer shall have another five (5) day period to review the results of the applicable Services. In the event that Customer either (a) does not notify the Company of any non-acceptance during the relevant five (5) day period, or (b) confirms its acceptance of the applicable Services, in writing within the relevant five (5) day period, the applicable Services shall be deemed accepted. Notwithstanding the foregoing, the acceptance criteria or procedures for Deliverables set forth in any SOW will only apply to the Services provided.

10.5   The Company will fulfill its warranty obligations at its discretion either by delivering defect-free goods, improving, delivering the deficient quantities or unwinding the contract (i.e., repayment of the purchase price) within a reasonable period of time.

10.6   Furthermore, the Company shall assume no liability for faults, malfunctions and damages caused by inappropriate operation, improper installation, alterations or processing, the use of unsuitable organizational means and data media, insofar as these are prescribed, unusual operating conditions (particularly deviations from installation and storage conditions) as well as damages through transportation. The warranty of the Company ceases to apply to programs that have been subsequently modified by the Customer's own programmers or, respectively, by third parties.

10.7   In no event does the Company warrant that the Product, in particular software, is error free or that the Customer will be able to operate the software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, the Company does not warrant that the software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack. The limited warranty extends only to the original Customer of the Company´s product and is non-transferable.

11. Copyright

11.1   Any and all Products/Services, in particular the software/hardware are protected by copyright. The delivery of Products/Services to the Customer only grants the Customer the permission to use the Products/Services. In this respect, upon payment of the purchase price by the Customer the Company grants the Customer a non-exclusive, perpetual, 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. The Company reserves all rights not expressly granted to the Customer. The rights granted are limited to the Products or tangible results of Services (including software) and do not include any other patent or intellectual property rights. The Company retains ownership of licensed software hereunder (hereinafter the "Software"). If Software has been licensed for evaluation use only, the Customer may not use the Software in a production environment, or beyond the term of the demo license.

11.2   This Agreement allows the Customer to use Software only on the single Company labeled hardware device on which the Software was delivered or on other hardware of the Customer which meets the requirements set forth in the software specification provided by the Company. In addition, use of the Software shall also be limited, as applicable and as set forth in the Company's price list, quote, user documentation, or web site, to a maximum number of (a) seats (i.e. users with access to install software); (b) concurrent users and/or administrators, and/or (c) central processing unit cycles or instructions per second. A limited license allows the Customer to use the Software only for the licensed number of instances and licensed sizes.

11.3   The 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 (on the condition that the software does not contain an express prohibition on the part of the licensor or third parties, and that all copyright notices and proprietary notices are also transmitted into this copy without changes); (e) transfer, rent, lease, lend, or sublicense the Software or allow a third party to do so. Licensee may not otherwise transfer the Software or any of its rights and/or obligations under this Agreement; (f) utilize or run the Software on more computers than the number of licenses that were purchased; or (g) operate the Software in a fashion that exceeds the capacity or capabilities that were purchased; (h) to develop or disclose any benchmarks, measurements, or reports on the Software. Reproductions and adaptations (e.g., translations) of any kind shall generally be prohibited and shall thus be permissible only based upon explicit written consent on the part of the Company.

11.4   The Company shall provide the Software and documentation thereof to the Customer, through a reasonable system of electronic download or via other media, in its discretion. Delivery occurs when the

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Software is made available to the Customer. The Customer may reproduce the documentation as reasonably necessary to support internal use of the Software.

11.5   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.

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

12. Maintenance of software

12.1   Software maintenance subscriptions may be purchased separately or bundled into the price of the license. The Customer is not entitled to maintenance subscriptions if they have not paid for them in full. "Subscription Term" refers to the length of time for which the maintenance subscription is purchased. The Subscription Term is listed on the Company's price list. Software updates and subscription information provided by the Company software maintenance services are necessary to continue access to the functionality of the Software and for continued proper operation of the Software. The Customer acknowledges that failure to pay for ongoing subscriptions will limit the functionality of Software and hardware related thereto. Obtaining Software updates on systems where no valid subscription has been purchased or obtaining functionality where subscription has not been purchased is strictly forbidden and in violation of this agreement. All initial subscriptions commence at the time of activation and all renewals commence at the expiration of the previous valid subscription. Unless otherwise expressly provided in the documentation, the Customer shall use the subscriptions solely as embedded in, for execution on, or where the applicable documentation permits installation on non-Company equipment for communication with Company equipment owned or leased by the Company. All subscriptions are non-transferrable. The Company makes no warranty that Software will continue un-interrupted. Subscriptions may be suspended or terminated without notice by the Company for lack of full payment.

12.2   The Subscription Term shall renew automatically for a period of the same duration unless the Customer gives written notice of its intent not to renew 15 days before the end of the current Subscription Term. The Company will automatically bill the Customer unless notified 15 days before the renewal date.

12.3   During each Subscription Term, the Company shall provide the Customer with copies of all updates, without additional charge, in accordance with the then-current service and subscription terms. Upon delivery to the Customer, each update will constitute an element of the Software and will thereafter be subject to this agreement's terms regarding Software, including without limitation license and warranty terms.

12.4   Telephone, email and other forms of support will be provided to the Customer as part of the subscription. The hours of support vary based on country and the type of support subscription purchased.

13. Liability

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13.1 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.

14. Privacy policy and collection of customer data

14.1 In the course of its operations, the Company 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 the Company 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 the Company´s Privacy Policy located online at https://www.innerspace.eu/en/data-privacy-statement/ for further information about how the Company 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.

14.2 The following data is logged

Client identification metadata - This information is used to separate the data from other customers and sites. Client identification data is NO personal information of the trainees or trainers.

Platform metadata - We do collect information about the configuration and state of the on-premise device. (e.g. graphic card name, amount of RAM, Windows version, VIVE application versions, installed application version, device is online or offline)

Software exceptions - This information is used to detect errors which occurred during the usage of the platform. (e.g. application crashed, training unit cannot be started)

Training session metadata - This information is used to determine the training mode and which interaction happened in the virtual reality environment. (e.g. object picked, object dropped, training failed, training started, training ended with success or failure)

UI interactions - This information is used to determine what the interactions happened during the usage of the user-interface. (e.g. language selected, navigated to settings page) The data is used for product improvements.

14.3 The training solutions of Innerspace GmbH process anonymized data which is stored in a Microsoft Cloud environment. The data will be logged on the local disk in case there is no internet connection. This data is primary used to a) Improve the quality and the usage of the product and service; b) Detect problems in the services, and c) generate aggregated reports for the customers

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

14.5 Each data subject shall have the right granted by the European legislator to withdraw their consent to processing of 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.

15. Export regulations

15.1   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 final destination.

16. Force majeure

16.1   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.

17. Severability clause

17.1   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.

18. Governing law

18.1   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.