

# VRdirect Master Subscription Agreement

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## Legal Notice

Document provided by

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Germany

Represented by Managing Director: Dr. Rolf Illenberger

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## Revision History

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THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF VRDIRECT SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF VRDIRECT SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) STATING THE ACCEPTANCE VIA LETTER OR E-MAIL, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The **Services** may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

**VRdirect's** direct competitors are prohibited from accessing the **Services**, except with **VRdirect's** prior written consent.

This **Agreement** was last updated on June 14, 2021. It is effective between **Customer** and **VRdirect** as of the date of **Customer's** accepting this **Agreement**.

## 1 DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription **Agreement**.

**"Consumer"** means any individual, who was granted access by a **Customer** to the respective **Content** provided by the **Customer**.

**"Content"** means interactive 360° experiences and/or virtual reality projects as well as the contained media and content files therein, such as (360°) image, (360°) video and audio files, which are created, stored and published with the **Services**.

**"Customer"** means in the case of an individual accepting this **Agreement** on his or her own behalf, such individual, or in the case of an individual accepting this **Agreement** on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this **Agreement**, and **Affiliates** of that company or entity (for so long as they remain **Affiliates**) which have entered into Order Forms.

**"Customer Data"** means electronic data and information submitted by or for **Customer** to the **Services**.

**"Documentation"** means the applicable **VRdirect** Documentation, as updated from time to time, provided by **VRdirect**.

**"Free Services"** means **Services** that **VRdirect** makes available to **Customer** free of charge. **Free Services** exclude **Services** offered as a free trial and **Purchased Services**.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Order Form**” means an ordering document or online order specifying the **Services** to be provided hereunder that is entered into between **Customer** and **VRdirect** or any of their **Affiliates**, including any addenda and supplements thereto. By entering into an **Order Form** hereunder, an **Affiliate** agrees to be bound by the terms of this **Agreement** as if it were an original party hereto.

“**Purchased Services**” means **Services** that **Customer** or **Customer’s Affiliate** purchases under an **Order Form** or online purchasing portal, as distinguished from **Free Services** or those provided pursuant to a free trial.

“**Services**” means the products and services that are ordered by **Customer** under an **Order Form** or online purchasing portal, or provided to **Customer** free of charge (as applicable) or under a free trial, and made available online by **VRdirect**, including associated **VRdirect** offline or mobile components, as described in the **Documentation**.

“**User**” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this **Agreement** on behalf of a company or other legal entity, an individual who is authorized by **Customer** to use a **Service**, for whom **Customer** has purchased a subscription (or in the case of any **Services** provided by **VRdirect** without charge, for whom a **Service** has been provisioned), and to whom **Customer** (or, when applicable, **VRdirect** at **Customer’s** request) has supplied a user identification and password (for **Services** utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of **Customer**, and third parties with which **Customer** transacts business.

“**VRdirect**” means the VRdirect GmbH company described in the “VRdirect Contracting Entity, Notices, Governing Law, and Venue” section below.

## 2 VRDIRECT RESPONSIBILITIES

### 2.1 Provision of Purchased Services

**VRdirect** will (a) make the **Services** available to **Customer** pursuant to this **Agreement**, and the applicable **Order Forms** and **Documentation**, (b) provide applicable **VRdirect** standard support for the **Purchased Services** to **Customer** at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online **Purchased Services** available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which **VRdirect** shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond **VRdirect’s** reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving **VRdirect** employees), Internet service provider failure or delay, or denial of service or any other malicious hacker attack, and (d) provide the **Services** in accordance with laws and government regulations applicable to **VRdirect’s** provision of its **Services** to its **Customers** generally (i.e., without regard for **Customer’s** particular use of the **Services**), and subject to **Customer’s** use of the **Services** in accordance with this **Agreement**, the **Documentation** and the applicable **Order Form**.

## 2.2 Protection of Customer Data and Content

**VRdirect** will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of **Customer Data** and **Content**, as described in the **Documentation**. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of **Customer Data** (other than by **Customer** or **Users**) and **Content** other than intended authorized access by **Consumer**. Except with respect to a free trial, the terms of the data processing addendum are hereby incorporated by reference and shall apply to the extent **Customer Data** includes Personal Data, as defined in the DPA. For the purposes of the Standard Contractual Clauses, **Customer** and its applicable **Affiliates** are each the data exporter, and **Customer's** acceptance of this **Agreement**, and an applicable **Affiliate's** execution of an **Order Form**, shall be treated as its execution of the Standard Contractual Clauses and Appendices. **VRdirect** will delete any **Customer Data** and **Content** at latest after 3 years. This includes **Customer Data**, usage data as well as **Content**. IP addresses are deleted at latest after 90 days. **Customer** is responsible for backing up **Customer Data** and **Content**. More information on data security and data privacy can be found in the **Documentation**. **Customer** may also contact **VRdirect** data protection officer at [privacy@vrdirect.com](mailto:privacy@vrdirect.com).

## 2.3 VRdirect Personnel

**VRdirect** will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with **VRdirect's** obligations under this **Agreement**, except as otherwise specified in this **Agreement**.

## 2.4 Free Trials

If **Customer** registers on **VRdirect's** or an **Affiliate's** website for a free trial, **VRdirect** will make the applicable **Service(s)** available to **Customer** on a trial basis free of charge until the earlier of (a) the end of the free trial period for which **Customer** registered to use the applicable **Service(s)**, or (b) the start date of any Purchased **Service** subscriptions ordered by **Customer** for such **Service(s)**, or (c) termination by **VRdirect** in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY VRDIRECT" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND VRDIRECT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE VRDIRECT'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED EUR 1,000.00. WITHOUT LIMITING THE FOREGOING, VRDIRECT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS,

(B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO VRDIRECT AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

## 2.5 Free Services

**VRdirect** may make **Free Services** available to **Customer**. Use of **Free Services** is subject to the terms and conditions of this **Agreement**. In the event of a conflict between this section and any other portion of this **Agreement**, this section shall control. **Free Services** are provided to **Customer** without charge up to certain limits as described in the description of the **Free Service**. Usage over these limits requires **Customer's** purchase of additional resources or **Services**. **Customer** agrees that **VRdirect**, in its sole discretion and for any or no reason, may terminate **Customer's** access to the **Free Services** or any part thereof. **Customer** agrees that any termination of **Customer's** access to the **Free Services** may be without prior notice, and **Customer** agrees that **VRdirect** will not be liable to **Customer** or any third party for such termination. **Customer** is solely responsible for exporting **Customer Data** or **Content** from the **Free Services** prior to termination of **Customer's** access to the **Free Services** for any reason, provided that if **VRdirect** terminates **Customer's** account, except as required by law, **VRdirect** will provide **Customer** a reasonable opportunity to retrieve its **Customer Data** and **Content**.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY VRDIRECT" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND VRDIRECT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE VRDIRECT'S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED EUR 1,000.00. WITHOUT LIMITING THE FOREGOING, VRDIRECT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO VRDIRECT AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

## 3 USE OF SERVICES

### 3.1 Subscription

Unless otherwise provided in the applicable **Order Form** or **Documentation**, **Purchased Services** are purchased as subscriptions for the term stated in the applicable **Order Form**

or in the applicable online purchasing portal. Subscriptions for **Purchased Services** may be upgraded during a subscription term. In this case, the monthly payment will increase according to the new **Order Form**. A downgrade is not possible during a subscription term. If the **Customer** has purchased a subscription from an online purchasing portal, the **Customer** may be able to upgrade or downgrade his subscription at any time. In this case, an upgrade will be active immediately. The monthly billing cycle for this subscription will start new at this day. The new payment amount is due immediately for the first month. In the case of a subscription upgrade, the first payment amount will be adjusted for any unused days from the old subscription price and remaining days of the billing cycle. The new subscription amount for the new monthly interval will be due every month thereafter. In the case of a subscription downgrade, the downgrade will only become active at the end of the current billing month, if billing month is also the end of the current subscription term or contract could be terminated by the end of the billing month. Otherwise the downgrade will become effective by the end of the subscription term. Starting with the following billing month, only the new, lower payment will be due monthly. **Customer** agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by **VRdirect** regarding future functionality or features.

### 3.2 Usage Limits

**Services** are subject to usage limits specified in the **Order Form** or in the applicable online purchasing portal as well as the **Documentation**. If **Customer** exceeds a contractual usage limit, **Customer** can upgrade its limits by upgrading the subscription. Access to the **Content** by **Consumer** is not limited unless otherwise stated in the **Order Form** or in the applicable online purchasing portal. However, the **Service** is subject to a Fair-Usage-Policy in respect to consumption of **Content** by **Consumer**. This allows **VRdirect** to offer its **Service** without limits for **Consumer** in terms of number of downloads, number of views, cloud traffic or any similar usage related measure. Hence, in the case of a specific **Content** generating permanently high traffic, a subscription upgrade might be necessary. Regarding the Fair-Usage-Policy, high traffic is assessed in relation to the size or cloud storage space of the respective **Content**. **VRdirect** considers a breach of the Fair-Usage-Policy, when cloud traffic, meaning streaming and download volumes, exceed 1000-times the cloud storage space of the respective **Content** within a time-frame of one month (e.g. at a size of 100 MB of the **Content** stored on the cloud, a traffic volume of more than 100 GB in one month). If such a case is monitored, **VRdirect** may restrict access to the respective **Content** and/or suspend the **Services**. However, **VRdirect** will use commercially reasonable efforts under the circumstances to provide **Customer** with notice and an opportunity to remedy such breach of the Fair-Usage-Policy prior to any such suspension.

### 3.3 Customer Responsibilities

**Customer** will (a) be responsible for **Users'** compliance with this **Agreement**, **Documentation** and **Order Form**, (b) be responsible for the accuracy, quality and legality of **Customer Data** and **Content**, the means by which **Customer** acquired **Customer Data** and **Content**, **Customer's** use of **Customer Data** and **Content** with the **Services**, (c) use commercially reasonable efforts to prevent unauthorized access to or use of **Services**, and notify **VRdirect** promptly of any such unauthorized access or, (d) use **Services** only in accordance with this **Agreement** and the **Documentation**, **Order Form** and applicable laws

and government regulations. Any use of the **Services** in breach of the foregoing by **Customer** or **Users** that in **VRdirect's** judgment threatens the security, integrity or availability of **VRdirect's Services**, may result in **VRdirect's** immediate suspension of the **Services**, however **VRdirect** will use commercially reasonable efforts under the circumstances to provide **Customer** with notice and an opportunity to remedy such violation or threat prior to any such suspension.

### 3.4 Usage Restrictions

**Customer** will not (a) make any **Service** available to anyone other than **Customer** or **Users** (for clarification: this does not mean granting **Consumer's** access to the **Content**), or use any **Service** for the benefit of anyone other than **Customer** or its **Affiliates**, unless expressly stated otherwise in an **Order Form**. (Third party commercial or business use of the **Service** like in an agency model, for example in the form of commercial distribution or establishment of a **Service**, requires a separate agreement with **VRdirect**. Please contact us for this via support@vrdirect.com). (b) Sell, resell, license, sublicense, distribute, make available, rent or lease any **Service**, or include any **Service** in a service bureau or outsourcing offering, (c) use a **Service** to store or transmit infringing, libelous, or otherwise unlawful or tortious **Content**, or to store or transmit **Content** in violation of third-party rights, or to store or transmit offensive, indecent, sexually explicit, obscene or defamatory **Content**, as well as **Content** designed to promote or support racism, fanaticism, hate, physical violence or unlawful acts; (d) use ambiguous names and other representations bordering illegality within a **Service** (e) use a **Service** to store or transmit **Malicious Code**, (f) interfere with or disrupt the integrity or performance of any **Service** or third-party data contained therein, (g) attempt to gain unauthorized access to any **Service** or its related systems or networks, (h) permit direct or indirect access to or use of any **Services** in a way that circumvents a contractual usage limit, or use any **Services** to access or use any of **VRdirect** intellectual property except as permitted under this **Agreement**, an **Order Form**, or the **Documentation**, (i) modify, copy, or create derivative works based on a **Service** or any part, feature, function or user interface thereof, (j) frame or mirror any part of any **Service**, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the **Documentation**, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a **Service** or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the **Service**, (3) copy any ideas, features, functions or graphics of the **Service**, or (4) determine whether the **Services** are within the scope of any patent.

### 3.5 Responsibility for Content

**Customer** is fully responsible for his specific **Content** as well as granting **Consumer** third-party access to the **Content**. **Customer** declares and guarantees **VRdirect** that **Customer** is the sole owner of all rights to the **Content**, or is otherwise authorized (e.g., legal permission from the copyright holder) to use the **Content** and is granted the right of use and exploitation of the **Content**. The **Customer** declares to have the consent of all people, that can be seen within the **Content**. **Customer** is also liable for any use and/or other activity that is performed using **Customer's Content** by any **Consumer**. **VRdirect** may conduct a review of the **Content** to ensure compliance with the provisions in section "Usage Restrictions" and "Responsibility for Content", which the **Customer** accepts. **VRdirect** will not assume responsibility or warranty for the completeness, accuracy, legality and currency of the

**Content.** This also applies to the quality of the **Content** and suitability for a specific purpose or use case. Any use of the **Services** in breach of the foregoing by **Customer** or **Users** that in **VRdirect's** judgment threatens the security, integrity or availability of **VRdirect's Services**, may result in **VRdirect's** immediate suspension of the **Services**, however **VRdirect** will use commercially reasonable efforts under the circumstances to provide **Customer** with notice and an opportunity to remedy such violation or threat prior to any such suspension.

### 3.6 Removal of Content

If **Customer** receives notice that **Content** must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or other reasons specified in the "Usage Restrictions" section above, **Customer** will promptly do so. If **Customer** does not take required action in accordance with the above, or if in **VRdirect's** judgment continued violation is likely to reoccur, **VRdirect** may disable the applicable **Content** and/or **Service**. If requested by **VRdirect**, **Customer** shall confirm such deletion and discontinuance of use in writing and **VRdirect** shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable.

## 4 FEES AND PAYMENTS

### 4.1 Fees

**Customer** will pay all fees specified in **Order Forms** or in the applicable online purchasing portal. Except as otherwise specified herein or in an **Order Form**, (i) fees are based on **Services** subscriptions purchased and not actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. If not otherwise stated in an **Order Form**, payment is due immediately upon ordering without any deduction. If not otherwise stated in an **Order Form**, payment is made as recurring monthly payments and is due in advance for each following month. If not otherwise stated in an **Order Form**, the selected **Service** and the period for which payment is due begins immediately on the day it is ordered at the monthly price shown in the **Order Form**, order confirmation or invoice. Any **VRdirect** subscription has a minimum duration of one month. If not terminated according to the terms of cancellation by the **Customer**, any **VRdirect** subscription automatically renews for another month or the renewal term stated in the **Order Form** respectively, regardless of whether **Customer** is using the **Service** or **Content** is made available via the **Service**.

### 4.2 Invoicing and Payment

If not otherwise stated in the **Order Form**, payment is due monthly in advance on the same day as the order in the following month. Payments of **Purchased Services** made via an online purchasing portal is made via a third-party payment provider by credit card, PayPal or direct debit. The means of payment will be charged on the day the order is received. Any different payment methods require prior consent by **VRdirect**. If payment is done via third-party payment provider, **Customer** will provide personal information to a third-party payment provider. The required information for the third-party payment provider is **Customer** name, **Customer** bank account number or **Customer** credit card number. If **Customer** provides payment information to **VRdirect** via an **Order Form**, **Customer** authorizes **VRdirect** to charge such payment methods for all **Purchased Services** listed in the **Order Form** for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Unless otherwise stated in

the **Order Form**, invoiced fees are due net 30 days from the invoice date. **Customer** is responsible for providing complete and accurate billing and contact information to **VRdirect** and notifying **VRdirect** of any changes to such information. **Customer** agrees to an electronically transmitted invoice. The invoices may be subject to errors. **VRdirect** is able to provide a new, corrected invoice to **Customer** up to six weeks after receipt of the invoice. **Customer** must validate the change by acknowledging the amended invoice in writing and indicating the disputed invoice items within a six-week period. After six weeks of receiving the invoice, the invoice is considered approved by **Customer**. Changing the invoice after this deadline is no longer possible. This also applies to any changes in the name or billing address of the recipient on the invoice. The six-week period does not affect the obligation to pay or the obligation to send notice of defects within the shorter period specified in this **Agreement**.

### 4.3 Overdue Charges

If any invoiced amount is not received by **VRdirect** then default interests will be charged. If **Customer** is a business, the interest amounts to 8 (eight) percentage points above the respective base rate. If the **Customer** is a **Consumer**, **VRdirect** is entitled to charge default interest in the amount of 5 (five) percentage points above the base interest rate (§ 247 of the BGB). We reserve the right to prove a higher damage respectively.

### 4.4 Suspension of Service and Acceleration

If any charge owing by **Customer** under this or any other agreement for **Purchased Service** is 30 days or more overdue, (or 10 or more days overdue in the case of amounts **Customer** has authorized **VRdirect** to charge to **Customer's** credit card), **VRdirect** may, without limiting its other rights and remedies, accelerate **Customer's** unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend **Services** until such amounts are paid in full, provided that, other than for **Customers** paying by credit card or direct debit whose payment has been declined, **VRdirect** will give **Customer** at least 10 days' prior notice that its account is overdue before suspending the **Service**. **Customer** has the right to access **Content** and account in order to backup and delete **Content**. All data is stored for one month (calculated from the regular billing interval) and can be reactivated in case of resumed payment. If **Customer** does not make a payment, despite a reminder, the **Service** will be suspended, and **Content** and **Customer Data** will be deleted.

### 4.5 Right of withdrawal for non-business Customers

If **Customer** is an individual i.e. not acting on behalf of a company or business, the following right of withdrawal applies in accordance with cancellation policy: **Customer** has the right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period is fourteen (14) days from the date of contract and after receiving of this declaration in text form. To exercise the right of withdrawal, **Customer** must inform **VRdirect** by providing a clear statement of **Customer's** decision to withdraw from this contract (e.g. a letter sent by post or e-mail). To meet the withdrawal deadline, it is sufficient for **Customer** to send **Customer's** communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. If **Customer** withdraws from this contract, **VRdirect** shall reimburse all payments received from

**Customer**, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), promptly or no later than fourteen (14) days from the day on which **VRdirect** receives **Customer's** decision to withdraw from this contract. **VRdirect** will carry out such reimbursement using the same means of payment as **Customer** used for the initial transaction, unless **Customer** has expressly agreed otherwise; in any event, **Customer** will not incur any fees as a result of such reimbursement. If **Customer** has requested that the **Service** should start during the withdrawal period, **Customer** has to pay us a reasonable amount, which corresponds to the proportion of the **Service** so far provided up to the time **Customer** has informed **VRdirect** from exercising the right of withdrawal in respect of this **Agreement**, measured against the total **Service** foreseen in the contract.

#### 4.6 Payment Disputes

**VRdirect** will not exercise its rights under the "Overdue Charges" or "Suspension of **Service** and Acceleration" section above if **Customer** is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

#### 4.7 Taxes

**VRdirect's** fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). **Customer** is responsible for paying all Taxes associated with its purchases hereunder. If **VRdirect** has the legal obligation to pay or collect Taxes for which **Customer** is responsible under this section, **VRdirect** will invoice **Customer** and **Customer** will pay that amount unless **Customer** provides **VRdirect** with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, **VRdirect** is solely responsible for taxes assessable against it based on its income, property and employees.

## 5 PROPRIETARY RIGHTS AND LICENSES

### 5.1 Reservation of Rights

Subject to the limited rights expressly granted hereunder, **VRdirect**, its **Affiliates** and its licensors reserve all of their right, title and interest in and to the **Services**, including all of their related intellectual property rights. No rights are granted to **Customer** hereunder other than as expressly set forth herein.

### 5.2 License by Customer to VRdirect

**Customer** grants **VRdirect**, its **Affiliates** and applicable contractors worldwide, limited-term license to host, copy, use, transmit any **Customer Data** and **Content** created by or for **Customer** using a **Service** or for use by **Customer** with the **Services**, each as appropriate for **VRdirect** to provide and ensure proper operation of the **Services** and associated systems in accordance with this **Agreement**. Subject to the limited licenses granted herein, **VRdirect** acquires no right, title or interest from **Customer** or its licensors under this **Agreement** in or to any **Customer Data** and **Content**.

### 5.3 License by Customer to Use Feedback

**Customer** grants to **VRdirect** and its **Affiliates** a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its **Service** any suggestion, enhancement request, recommendation, correction, update, feature request or other feedback provided by **Customer**, **User** or **Consumer** relating to the operation of **VRdirect's** or its **Affiliates' Service**.

## 6 CONFIDENTIALITY

### 6.1 Definition of Confidential Information

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of **Customer** includes **Customer Data** and **Content**; Confidential Information of **VRdirect** includes the **Services**, and the terms and conditions of this **Agreement** and all **Order Forms** (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional **VRdirect Services**.

### 6.2 Protection of Confidential Information

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this **Agreement** and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its **Affiliates'** employees and contractors who need that access for purposes consistent with this **Agreement** and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this **Agreement** or any **Order Form** to any third party other than its **Affiliates**, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its **Affiliate**, legal counsel or accountants will remain responsible for such **Affiliate's**, legal counsel's or accountant's compliance with this “Confidentiality” section. Notwithstanding the foregoing, **VRdirect** may disclose the terms of this **Agreement** and any applicable **Order Form** to a subcontractor or Non-**VRdirect** Application Provider to the extent necessary to perform **VRdirect's** obligations under this **Agreement**, under terms of confidentiality materially as protective as set forth herein.

### 6.3 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## 7 REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

### 7.1 Representations

Each party represents that it has validly entered into this **Agreement** and has the legal power to do so.

### 7.2 VRdirect Warranties

**VRdirect** warrants that during an applicable subscription term (a) this **Agreement**, the **Order Forms** and the **Documentation** will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of **Customer Data** and **Content**, (b) **VRdirect** will not materially decrease the overall security of the **Services**, and (c) the **Services** will perform materially in accordance with the applicable **Documentation**. For any breach of a warranty above, **Customer's** exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

### 7.3 Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8 MUTUAL INDEMNIFICATION

### 8.1 Indemnification by VRdirect

**VRdirect** will defend **Customer** against any claim, demand, suit or proceeding made or brought against **Customer** by a third party alleging that any **Purchased Service** infringes or misappropriates such third party's intellectual property rights (a "Claim Against **Customer**"), and will indemnify **Customer** from any damages, attorney fees and costs finally awarded against **Customer** as a result of, or for amounts paid by **Customer** under a settlement approved by **VRdirect** in writing of, a Claim Against **Customer**, provided **Customer** (a) promptly gives **VRdirect** written notice of the Claim Against **Customer**, (b) gives **VRdirect** sole control of the defense and settlement of the Claim Against **Customer** (except that

**VRdirect** may not settle any Claim Against **Customer** unless it unconditionally releases **Customer** of all liability), and (c) gives **VRdirect** all reasonable assistance, at **VRdirect's** expense. If **VRdirect** receives information about an infringement or misappropriation claim related to a **Service**, **VRdirect** may in its discretion and at no cost to **Customer** (i) modify the **Services** so that they are no longer claimed to infringe or misappropriate, without breaching **VRdirect's** warranties under "VRdirect Warranties" above, (ii) obtain a license for **Customer's** continued use of that **Service** in accordance with this **Agreement**, or (iii) terminate **Customer's** subscriptions for that **Service** upon 30 days' written notice and refund **Customer** any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the **Services** are the basis of the Claim Against **Customer**; (2) a Claim Against **Customer** arises from the use or combination of the **Services** or any part thereof with software, hardware, data, or processes not provided by **VRdirect**, if the **Services** or use thereof would not infringe without such combination; (3) a Claim Against **Customer** arises from **Services** under an **Order Form** for which there is no charge; or (4) a Claim against **Customer** arises from **Content**, a Non-**VRdirect** Application or **Customer's** breach of this **Agreement**, the **Documentation** or applicable **Order Forms**.

## 8.2 Indemnification by Customer

**Customer** will defend **VRdirect** and its **Affiliates** against any claim, demand, suit or proceeding made or brought against **VRdirect** by a third party alleging that any **Content** or **Customer Data** or **Customer's** use of **Content** and **Customer Data** with the **Services** infringes or misappropriates such third party's intellectual property rights, or arising from **Customer's** use of the **Services** in an unlawful manner or in violation of the **Agreement**, the **Documentation**, or **Order Form** (each a "Claim Against **VRdirect**"), and will indemnify **VRdirect** from any damages, attorney fees and costs finally awarded against **VRdirect** as a result of, or for any amounts paid by **VRdirect** under a settlement approved by **Customer** in writing of, a Claim Against **VRdirect**, provided **VRdirect** (a) promptly gives **Customer** written notice of the Claim Against **VRdirect**, (b) gives **Customer** sole control of the defense and settlement of the Claim Against **VRdirect** (except that **Customer** may not settle any Claim Against **VRdirect** unless it unconditionally releases **VRdirect** of all liability), and (c) gives **Customer** all reasonable assistance, at **Customer's** expense. The above defense and indemnification obligations do not apply if a Claim Against **VRdirect** arises from **VRdirect's** breach of this **Agreement**, the **Documentation** or applicable **Order Forms**.

## 8.3 Exclusive Remedy

This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

# 9 LIMITATION OF LIABILITY

## 9.1 Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE

FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

## 9.2 Exclusion of Consequential and Related Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 10 TERM AND TERMINATION

### 10.1 Terms of Agreement

This **Agreement** commences on the date **Customer** first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

### 10.2 Term of Purchased Subscriptions

The term of each subscription shall be as specified in the applicable **Order Form** or in the applicable online purchasing portal. Except as otherwise specified in an **Order Form**, subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other written notice (email acceptable) according to the terms in the **Order Form**, invoice or in the applicable online purchasing portal. Except as expressly provided in the applicable **Order Form**, renewal of promotional or one-time priced subscriptions will be at **VRdirect's** applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any **Services** has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

### 10.3 Termination

Notwithstanding any other rights, **VRdirect** has the right to terminate the contract for any serious violation of the terms and conditions of this **Agreement**, the **Documentation**, or the **Order Form**. **VRdirect** reserves the right to pursue further civil and penal measures. A party may terminate this **Agreement** for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. The right to withdrawal under the "Right of withdrawal for non-business Customers" section above shall remain unaffected.

## 10.4 Refund or Payment upon Termination

If this **Agreement** is terminated by **Customer** in accordance with the “Termination” section above, **VRdirect** will refund **Customer** any prepaid fees covering the remainder of the term of all **Order Forms** after the effective date of termination. If this **Agreement** is terminated by **VRdirect** in accordance with the “Termination” section above, **Customer** will pay any unpaid fees covering the remainder of the term of all **Order Forms** to the extent permitted by applicable law. In no event will termination relieve **Customer** of its obligation to pay any fees payable to **VRdirect** for the period prior to the effective date of termination.

## 10.5 Deletion of Customer Data and Content upon Termination

**Customer** may delete his **Customer Data** and **Content** up to one month after the end of the **Service**. Any time before the end of this period, **Customer** can reactivate the subscription and the **Service**. One month after the effective date of termination and after expiration of any statutory retention periods, **VRdirect** will suspend **Customer’s** access to **Customer Data** and **Content**. **Customer Data** and **Content** will be irrevocably deleted at latest after 3 years in accordance with section “Protection of Customer Data and Content” above.

## 10.6 Surviving Provisions

The sections titled “Free Services”, “Fees and Payment”, “Proprietary Rights and Licenses”, “Confidentiality”, “Disclaimers”, “Mutual Indemnification”, “Limitation of Liability”, “Refund or Payment upon Termination”, “Removal of Content”, “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this **Agreement**, and the section titled “Protection of Customer Data” will survive any termination or expiration of this **Agreement** for so long as **VRdirect** retains possession of **Customer Data**.

# 11 GENERAL PROVISIONS

## 11.1 Anti-Corruption

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this **Agreement** or any **Order Form**. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

## 11.2 Entire Agreement and Order of Precedence

This **Agreement** is the entire agreement between **VRdirect** and **Customer** regarding **Customer’s** use of **Services** and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a **Customer** purchase order or in any other **Customer** order documentation (excluding **Order Forms**) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable **Order Form**, (2) this **Agreement**, and (3) the **Documentation**. Titles and headings of sections of this **Agreement** are for convenience only and shall not affect the construction of any provision of this **Agreement**.

### 11.3 Relationship of the Parties

The parties are independent contractors. This **Agreement** does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

### 11.4 Third-Party Beneficiaries

There are no third-party beneficiaries under this **Agreement**.

### 11.5 Waiver

No failure or delay by either party in exercising any right under this **Agreement** will constitute a waiver of that right.

### 11.6 Severability

If any provision of this **Agreement** is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this **Agreement** will remain in effect.

### 11.7 Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this **Agreement** in its entirety (including all **Order Forms**), without the other party's consent to its **Affiliate** or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this **Agreement** upon written notice. In the event of such a termination, **VRdirect** will refund **Customer** any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this **Agreement** will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

### 11.8 VRdirect Contracting Entity, Notices, Governing Law, and Venue

The **VRdirect** entity entering into this **Agreement**, the address to which **Customer** should direct notices under this **Agreement**, the law that will apply in any dispute or lawsuit arising out of or in connection with this **Agreement**, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where **Customer** is domiciled.

If Customer is domiciled in:	The VRdirect entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:

A Country in Europe, Middle East, Africa, Asia, Pacific Region, North America, Central America or South America	VRdirect GmbH, a limited liability company, incorporated in Germany	VRdirect GmbH Marcel-Breuer-Straße 15 80807 München Deutschland	Germany	Munich, Germany
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### 11.9 Manner of Giving Notice

Except as otherwise specified in this **Agreement**, all notices related to this **Agreement** will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to **Customer** will be addressed to the relevant billing contact designated by **Customer**. All other notices to **Customer** will be addressed to the relevant **Services** system administrator designated by **Customer**.

### 11.10 Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

### 11.11 Online dispute resolution platform

As an online company, **VRdirect** is obligated to remind **Customer** as a **Consumer** that the European Commission has an online dispute resolution platform (OS platform). It is a one-stop-shop for **Consumers** and companies who want to settle disputes out of court in a simple, efficient and cost-effective manner, for example in connection with an online sales/service contract. The online dispute resolution platform is available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=DE> However, **VRdirect** does not participate in a dispute settlement procedure before a consumer arbitration board.

### 11.12 Local Law Requirements: France

With respect to **Customers** domiciled in France, in the event of any conflict between any statutory law in France applicable to **Customer**, and the terms and conditions of this **Agreement**, the applicable statutory law shall prevail.

### 11.13 Local Law Requirements: Germany.

With respect to **Customers** domiciled in Germany, Section 8 “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS”, Section 9.3 “Exclusive Remedy”, and Section 10 “LIMITATION OF LIABILITY” of this **Agreement** are replaced with the following sections respectively:

#### **8 WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY**

##### **8.1 Agreed Quality of the Services**

**VRdirect** warrants that during an applicable subscription term (a) this **Agreement**, the **Order Forms** and the **Documentation** will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of **Customer Data** and **Content**, (b) **VRdirect** will not materially decrease the overall security of the **Services**, (c) the **Services** will perform materially in accordance with the applicable **Documentation**, and (d) **VRdirect** will not materially decrease the overall functionality of the **Services**.

## 8.2 Reporting of Defects

**Customer** shall report any deviation of the **Services** from the “Agreed Quality of the Services” section (“Defect”) to **VRdirect** in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. **Customer** shall forward to **VRdirect** any useful information available to **Customer** for rectification of the Defect.

## 8.3 Remedies resulting from Defects

**VRdirect** shall rectify any Defect within a reasonable period of time. If such rectification fails, **Customer** may terminate the respective **Order Form** provided that **VRdirect** had enough time for curing the Defect. The “Refund or Payment upon Termination” section, sentence and 1 and sentence 3 shall apply accordingly. If **VRdirect** is responsible for the Defect or if **VRdirect** is in default with the rectification, **Customer** may assert claims for the damage caused in the scope specified in the “Limitation of Liability” section below.

## 8.4 Defects in Title

Defects in title of the **Services** shall be handled in accordance with the provisions of section “Mutual Indemnification”.

## 8.5 Exclusions

**Customer** shall have no claims under this Clause 8 “Warranty” if a Defect was caused by the **Services** not being used by **Customer** in accordance with the provisions of this **Agreement**, the **Documentation** and the applicable **Order Forms**.

## 9.3 Liability resulting from Indemnification for Customers domiciled in Germany

The below “Limitation of Liability” section shall apply to any claims resulting from this “Mutual Indemnification” section.

## 10 LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

### 10.1 Unlimited Liability

The Parties shall be mutually liable without limitation

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a guarantee taken over by the respective party,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body or health,
- (e) according to the German Product Liability Law.

### 10.2 Liability for Breach of Cardinal Duties

If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this **Agreement** including any applicable **Order Form** is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this **Agreement** (including any applicable **Order Form**), the parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

### **10.3 Liability Cap**

Unless the parties are liable in accordance with "Unlimited Liability" section above, in no event shall the aggregate liability of each party together with all of its **Affiliates** arising out of or related to this **Agreement** exceed the total amount paid by **Customer** and its **Affiliates** hereunder for the **Services** giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit **Customer's** and its **Affiliates'** payment obligations under the "Fees and Payment" section above.

### **10.4 Scope**

With the exception of liability in accordance with the "Unlimited Liability" section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents or bodies.

## **11.14 Local Law Requirements: Spain**

With respect to **Customers** domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to **Customer**, and the terms and conditions of this **Agreement**, the applicable statutory law shall prevail.

## **12 IMPORTANT SAFETY INFORMATION / WARNINGS FOR USING VIRTUAL REALITY CONTENT**

The Service is intended to be used with Virtual Reality ("VR") / Interactive 360° content or 3D media content (collectively, "VR Content") . To consume VR Content, the **Customer** shall only use only high-quality VR glasses / VR devices and VR-capable equipment and in accordance with their operating instructions and their safety instructions. The following requirements for the **Content** must be met when creating VR Content: (i) The resolution must be at least full HD or 4K. (ii) If possible, the **Customer** shall perform a stability check, especially to ensure that the **Consumer** is not blocked or stuck in an undesirable location, or that the consumption does not result in improper behavior or possible casualties.

**Besides, please read and respect the following warnings carefully:**

a) It is possible to experience an epileptic seizure when exposed to VR Content. Therefore, **Consumer** shall not consume VR Content if in risk of epilepsy. In addition, **Consumer** shall not consume VR Content if pregnant, suffering from severe dizziness, seizures, uncontrolled loss of consciousness, impaired vision, anxiety, heart disease or other serious medical conditions.

b) Please note that the following symptoms may occur when viewing VR Content: involuntary movements, altered vision; dizziness; lightheadedness; eye or muscle twitching / fatigue; Confusion; nausea; unconsciousness; convulsions; headaches; cramps and / or disorientation. If **Consumer** notices these symptoms in himself or in others, **Consumer** shall immediately stop consuming VR Content and consult a doctor.

c) Unexperienced VR Content **Consumer** may also experience kinetosis, perceptual consequences, disorientation, eye fatigue and reduced stability, headache, fatigue, or dizziness. **VRdirect** recommends that **Consumer** starts using VR Content gradually as well as take regular breaks to reduce the likelihood of these side effects. If **Consumer** experiences any of the above symptoms, **Consumer** shall stop viewing the VR Content immediately and to not continue until the symptoms have subsided for at least 30 minutes.

d) Children and adolescents should generally be supervised when consuming VR Content, also because of their susceptibility to health issues associated with viewing VR Content.

e) Further, for security reasons **Consumer** shall not consume VR Content near steps, open stairs, sharp or other dangerous objects, balconies or other places/objects which might cause injuries or property damage resulting from the risk of stumbling, falling down, breaking, rolling over etc.. **Consumer** shall consume VR Content only while sitting or standing and never in combination with other activities which require full attention.