

HOLOLIGHT GENERAL TERMS AND CONDITIONS

These terms and conditions ("**T&Cs**") of HOLO-Industrie 4.0 Software GmbH, Carl-Zeiss-Ring 19, 85737 Ismaning, Germany, Holo-Light GmbH, Maria-Theresien-Straße 1, 6020 Innsbruck, Austria, and any other company within the Hololight group (the contracting party is the Hololight company incorporating or otherwise referring to these T&Cs and hereinafter referred to as "**Hololight**") apply to the provision of Hololight's XR streaming technology as cloud-based software-as-a-service (SaaS) or on-premise solution as well as the provision of any other products and/or services of Hololight whose underlying agreement incorporates these T&Cs and all related services (together the "**Services**") by its customers ("**Customers**", the contracting party to this Agreement being referred to as the "**Customer**") (the Customer and Hololight are together referred to as "**Parties**", the underlying agreement incorporating the T&Cs is referred to as the "**Agreement**").

1. APPLICATION

Exclusive Application. Only this Agreement shall apply to the Services. Terms and conditions of the Customer shall not apply; even if Hololight has not expressly objected to their application in individual cases, in particular regarding confirmations of the Customer with reference to its own terms and conditions. The provision of Services by Hololight to the Customer does not constitute an acceptance of the Customer's terms and conditions.

2. DEFINED TERMS

In this Agreement the following terms shall have the following meanings unless otherwise expressly stated in the individual case:

- (a) "**3D CAD Data**" means digital, three-dimensional design files created using Computer-Aided Design (CAD) software uploaded to Hololight Space; whereby supported 3D CAD file types are indicated on the Platform.
- (b) "**3D Engine**" means the real-time 3D infrastructure or other systems used to develop or otherwise create and to render interactive Digital Content; whereby supported 3D Engines are indicated on the Platform.
- (c) "**Business Day**" means any day Monday to Friday, excluding legal holidays at the place of Hololight's registered office.
- (d) "**Business Hours**" means 9 am to 5 pm on a Business Day.
- (e) "**Customer Data**" means all data uploaded to Software and/or Services or otherwise provided by the Customer and/or its End Users to Hololight in

connection with the Services, including, but not limited to Digital Content, 3D CAD Data and Customer XR Apps.

- (f) "**Customer XR Apps**" means XR Apps developed or owned by the Customer which are compatible with Hololight Stream.
- (g) "**Digital Content**" means VR, AR, MR, or simulations, digital twins, visualization, design tools and similar digital content.
- (h) "**End User**" means any end users enabled by the Customer to directly or indirectly use the Services or parts thereof.
- (i) "**Force Majeure Event**" means an event which is beyond the reasonable control of Hololight and which neither could have been nor should have been avoided or mitigated by economically reasonable matters; including an event which falls into one or more of the following categories: strike, lock-out or labour dispute (excluding, in all cases, by the employees of Hololight or its sub-contractors or suppliers); act of God, fire, flood and storm; war, military action, riot, civil commotion, terrorism, epidemic or pandemic; explosion or malicious damage; and provided that mere shortage of materials, equipment, labour or supplies shall not constitute a Force Majeure Event unless this shortage is caused by events or circumstances which are themselves a Force Majeure Event.
- (j) "**Offer**" means an individual offer, order confirmation, statement of work and/or any other document referring to these T&Cs.
- (k) "**Platform**" means Hololight's website <https://hololight.com/> and all associated sites.
- (l) "**Provided Software**" means all software (source and/or object code) provided by Hololight to the Customer under this Agreement in a downloadable format (binary package), either via the Platform or as otherwise agreed between the Parties in writing, including, but not limited to, Server and Client Software, and, in case of the Private Cloud Solution or the On-Premise Solution, Hololight Software, and, in case of Additional Services, Work Results, as applicable.
- (m) "**Software**" means Hololight Software, Work Results, Client and Server Software as well as all software provided by Hololight to the Customer under this Agreement, as further described on the Platform and/or in any documentation provided by Hololight for such Software regardless of the Deployment Solution and/or the format such Software is provided.
- (n) "**Supported XR Apps**" means Hololight Space, Customer XR Apps and Third-Party XR Apps.

- (o) "**Third-Party Services**" means products, software, including Third-Party XR Apps, 3D Engines, technology networks, applications, infrastructure services or other services that are not provided by Hololight.
- (p) "**Third-Party Provider**" means providers of Third-Party Services, including Hololight's independent software vendor (ISV) partners and channel partners indicated on the Platform.
- (q) "**Third-Party XR Apps**" means XR Apps offered and provided by Hololight's independent software vendor (ISV) partners as Third-Party Services; whereby supported Third-Party XR Apps are indicated on the Platform.
- (r) "**XR**" means extended reality, including augmented reality, virtual reality, mixed reality or similar.
- (s) "**XR Apps**" means augmented reality (AR), virtual reality (VR) or similar applications.
- (t) "**XR Devices**" means the end devices used by a End User to connect to XR Apps, such as XR headsets, mobile devices, desktop computers or webrowsers; whereby supported XR Devices are indicated on the Platform.

3. SERVICES

3.1 As indicated in the Offer, Hololight provides to the Customer the following Services:

- a XR streaming solution to connect Supported XR Apps to XR Devices and to pixel-stream Digital Content rendered by a 3D Engine to a supported XR Device in real time ("**Hololight Stream**");
- a XR platform for centralized hosting, managing and streaming of Supported XR Apps ("**Hololight Hub**"); and
- an XR engineering software to visualize 3D CAD data in AR and VR ("**Hololight Space**")

(Hololight Stream, Hololight Hub and Hololight Space are individually and collectively referred to as "**Hololight Software**")

either as

- cloud-based software-as-a-service (SaaS), whereby Hololight is hosting the Hololight Software on Hololights servers ("**Hololight Cloud Solution**");
- object code for the deployment of the Hololight Software on Customer's own servers, which may be provided by a third-party provider ("**Private**

Cloud"), whereby the Customer is hosting the Hololight Software on its Private Cloud servers ("**Private Cloud Solution**");

- object code for the deployment of Hololight Software within the Customer's on-premise infrastructure, whereby the Customer is hosting the Hololight Software on its on-premise servers ("**On-Prem Solution**")

(Hololight Cloud Solution, Private Cloud Solution and On-Prem Solution are each individually and collectively referred to as "**Deployment Solution(s)**")

as well as

- support services pursuant to section 8 ("**Support Services**");
- additional services as described in an Offer or agreed between the Parties in writing pursuant to section 9 ("**Additional Services**").

3.2 The provision of the Services is subject to the payment of the Fees pursuant to section 11.

4. SOFTWARE AND FUNCTIONALITIES

4.1 **Hololight Hub.** In accordance with the Deployment Solution indicated in the Offer, the Customer can upload, deploy, host and manage and stream Digital Content between XR Apps and XR Devices using Hololight Stream. Hololight Stream is a prerequisite for Hololight Hub and, as indicated in the Offer, additional Fees for Hololight Stream may apply.

4.2 **Hololight Stream.** Hololight Stream enables the Customer to pixel-stream Digital Content rendered by a 3D Engine to the XR Device, whereby the pixels of the Digital Content are encoded and encrypted before being transmitted from the Customer's local PCs, laptops, public or Private Clouds, on-premise servers or other infrastructure to the XR Device and decoded and displayed by the XR Device in their original quality. The quality of the streaming depends on the quality of the Digital Content and XR Devices used by the Customer, which cannot be influenced by Hololight. Hololight does not, and is under no obligation to do so, review, modify or otherwise influence the correctness, level of detail or other visual quality of Digital Content. Hololight solely provides the Software, and as applicable, in case of the Hololight Cloud Solution, the underlying technical infrastructure, for streaming the Digital Content. For streaming via Hololight Stream, XR Apps and Digital Content are not transferred, stored or processed on XR Devices.

4.3 **Hololight Space.** Hololight Space is a Windows XR App allowing the Customer to connect to XR Devices via Hololight Stream. Hololight offers Hololight Space as a standalone XR App or included in Hololight Hub. The Customer and/or the End

User can upload and store supported 3D CAD files in Hololight Space. Hololight Space renders the Digital Content which is then streamed via Hololight Stream to XR Devices. Hololight Space allows multiple End Users to review and interact with Digital Content remotely.

5. HOLOLIGHT CLOUD SOLUTION.

- 5.1 **Provision.** Hololight provides access to and use of the Hololight Software via the Platform to the Customer and/or its End Users. Hololight Software is not Provided Software and is not delivered to the Customer and no rights to receive the Hololight Software, whether as source code or object code are granted. The Customer does not receive the source code or object code or any rights to the source code or object code of the Hololight Software.
- 5.2 **Responsibility.** Hololight is hosting the Hololight Software (Hololight Hub, including Supported XR Apps uploaded and deployed by the Customer to Hololight Hub, and/or Hololight Stream and/or Hololight Space, as applicable) on Hololight servers and responsible for the technical infrastructure underlying the Hololight Cloud Solution.
- 5.3 **Rights to use.** Subject to the payment of Fees pursuant to section 11 by the Customer, Hololight grants to the Customer the non-exclusive, non-transferable, non-sublicensable right to access and use the Services via the Hololight Platform, limited in time to the term of this Agreement and limited in manner to the use for the internal business purposes of the Customer; whereby right to access and use of the Services is limited to the number of user accounts included in the Fees, as indicated in the Offer. For clarification: The Customer does not receive any rights to edit the Hololight Software.
- 5.4 **Availability.** Hololight provides the Hololight Cloud Solution in accordance with the service levels set out in Schedule 1 Hololight Cloud Service Level Agreement.
- 5.5 **Updates and maintenance.** Hololight reserves the right to update, adapt, improve, expand, change, modify and further develop the Services in whole or in part on an ongoing basis and at its sole discretion but in any case without materially or unreasonably reducing the main functionalities of the Services. Hololight makes such updates to the Services accessible for the Customer via the Platform.

6. PRIVATE CLOUD SOLUTION OR ON-PREM SOLUTION

- 6.1 **Provision.** Hololight provides the object code of the Hololight Software as binary package to the Customer as Provided Software pursuant to section 7.2.

- 6.2 **Responsibility.** The Customer is responsible for the technical infrastructure underlying (a) the Private Cloud Solution, in particular but not limited to hosting the Hololight Software on the Customer's servers, which may be provided by a third-party provider, or (b) the On-Premise Solution (such technical infrastructure in each case (a) or (b) being referred to as "**Customer Infrastructure**"). While Hololight provides the Provided Software and necessary documentation, the Customer is responsible for the installation, deployment, operation and maintenance of the Hololight Software and the Customer Infrastructure. Hololight may provide customization, configuration, guidance and support through Additional Services and Support Services but does not manage the Customer Infrastructure.
- 6.3 **Rights to use.** Subject to the payment of Fees pursuant to section 11 by the Customer, Hololight grants to the Customer the non-exclusive, non-transferable, non-sublicensable right to use Hololight Software to the extent necessary for the access to and use of Hololight Software via the Customer Infrastructure, limited in time to the term of this Agreement and limited in manner to the use for the internal business purposes of the Customer; whereby the right to access and use the Hololight Software is limited to the number of user accounts on the Platform included in the Fee, as indicated in the Offer.

7. PROVIDED SOFTWARE

- 7.1 **Client and Server Software.** Regardless of the Deployment Solution, to use the Services, the Customer is required to download and install client software on XR Devices and server software on its servers as provided in their then-current version via the Platform or as otherwise agreed between the Parties in writing ("**Client and Server Software**").
- 7.2 **Provision.** Hololight provides the object code of (a) Client and Server Software in a downloadable format via the Platform and/or app stores as indicated on the Platform, and (b), in case of the Private Cloud Solution or the On-Prem Solution, Hololight Software in a downloadable format as indicated in the Offer, in each case (a) and (b) as a binary package. The Customer does not receive the source code or any rights to the source code of Provided Software.
- 7.3 **Updates and maintenance.** Hololight will provide regular software updates and critical patches along with relevant release notes and documentation. Hololight will make updates available to the Customer pursuant to section 7.2. The Customer is responsible for installing updates and patches to the Provided Software.

8. SUPPORT SERVICES

- 8.1 **Support Services.** Unless otherwise indicated in an Offer, as Support Services, Hololight supports the Customer and its End User in using Software and the Services in solving issues arising from such use up to a maximum of 2 hours per calendar month during Business Hours. Hololight may provide additional Support Services pursuant to section 8.2. If the Customer calls upon Support Services arising from proven deficiencies on part of Hololight, Hololight will provide these services at no extra cost in addition to the agreed Fees. Hololight provides the Support Services upon receipt of a written support request at *support@hololight.com*; whereby such written request shall contain a comprehensible description of the issues enabling the reproduction of the issue. Hololight endeavours to respond to support requests within 24 Business Hours, applying the standards of due care and diligence. Hololight does not owe the success of the processing of a support request, such as a problem solution.
- 8.2 **Additional Support Services.** The provision of additional Support Services by Hololight may be agreed in the Offer or otherwise in writing and is subject to the payment of additional Fees by the Customer.

9. ADDITIONAL SERVICES

- 9.1 **Scope of Additional Services.** As indicated in an Offer or otherwise agreed between the Parties in writing, Hololight provides Additional Services to the Customer, which may include:
- customization of Hololight Hub as a whitelabel solution to specific needs of the Customer;
 - in case of the Private Cloud Solution or On-Prem Solution, integration into the Customer Infrastructure and/or other configuration of Hololight Software;
 - onboarding workshops;
 - training for Customer personnel.
- 9.2 **Provision of Additional Services.** Hololight will determine the work schedule of its personnel and the place where the Additional Services will be performed. Hololight will use its own equipment. The Additional Services shall not be performed on Customer premises unless otherwise agreed between the Parties in an Offer or in writing. Hololight is solely responsible for its personnel and is solely entitled to give instructions to its personnel.

- 9.3 ***Additional Services Fee.*** Unless otherwise indicated in an Offer, Additional Services are subject to payment of additional fees ("**Additional Services Fee**"). Fee estimates and delivery dates indicated by Hololight are considered targets and are binding only if explicitly so agreed in writing in the respective Offer. The description of services and costs are based on good faith estimates prepared on the basis of the information provided by the Customer; Hololight will update its estimates, if it becomes apparent, that the originally estimated costs will be exceeded or on request by the Customer. Regardless of the cost estimate for Additional Service Fees, the amount of the Additional Service Fees is determined based on the actual time, material and effort incurred by Hololight and the Customer shall pay to Hololight all Additional Service Fees in accordance with section 11.
- 9.4 ***Reimbursement.*** Unless otherwise agreed between the Parties in writing, in addition to the agreed Fees for Additional Services, Hololight shall be entitled to be reimbursed for the disbursements and other expenses necessary for the provision of the Additional Services, in particular travel costs and travel expenses ("**Expenses**"). Expenses shall be reimbursed by the Customer based on the submission of receipts pursuant to section 11.

10. **THIRD-PARTY SERVICES**

The use of Third-Party Software and/or Third-Party Services is governed by separate terms provided by Third-Party Providers. Hololight is not a party of any agreements on the provision of Third-Party-Services, including agreements with Third-Party Providers, and therefore, neither responsible for the content and validity of such agreements nor for the Third-Party Services provided under it.

11. **FEES AND PAYMENT MODALITIES**

- 11.1 ***Fees.*** Regardless of the Deployment Solution, the Customer shall pay to Hololight the fees for the grant of rights to use to the Hololight Software as indicated in the Offer ("**License Fee**"). In case of the Hololight Cloud Solution, the Customer's use of Hololight's underlying technical infrastructure is charged on a pay-per-use basis ("**Cloud Service Fee**"). The Customer shall pay to Hololight the License Fee and fees for Additional Services as indicated in an Offer, Cloud Service Fees and Expenses as invoiced and all other remuneration or other compensation as agreed between the Parties in writing (together "**Fees**"). All Fees stated are excluding VAT.
- 11.2 ***Payment modalities.*** Unless otherwise indicated in the Offer or agreed between the Parties in writing, Hololight will invoice the Cloud Service Fee on a monthly basis, Expenses upon occurrence and all other Fees in advance. All Fees are due and

payable within thirty (30) days after the date of the receipt of the invoice by the Customer via the payment method indicated in the invoice.

- 11.3 **Billing Inquiries.** If the Customer believes that Hololight has billed the Customer incorrectly, the Customer must contact Hololight no later than thirty (30) days after the date of respective invoice in which the error or problem appeared, to receive an adjustment or credit. Inquiries shall be directed to Hololight's customer support: support@hololight.com.
- 11.4 **Fee Changes.** Hololight reserves the right to change any Fees or other compensation and to establish new Fees and compensations at the end of the Initial Term or a Renewal Service. In case of a change of Fees or establishment of new Fees by Hololight, the Customer may either partially terminate the Agreement regarding the affected Service(s) or terminate the whole Agreement pursuant to section 15.3.
- 11.5 **Default of Payment.** While a Customer is in default with any payment due and payable under this Agreement, Hololight shall have the right to suspend access to the respective Service or all Services provided to the Customer, until payment has been made and/or to terminate this Agreement pursuant to section 15.3; unless this would be unreasonable, for instance if the outstanding amount is relatively small compared to the respective Fees due yearly. The Customer's obligation to pay any Fees for suspended Services shall remain unaffected.
- 11.6 **Interest.** In the case of insufficient funds and default in payment by the Customer, Hololight may charge interest at a rate of nine (9) percentage points per annum above the applicable base interest rate, unless Hololight shows greater damage. Hololight's further rights shall remain unaffected thereby.
- 11.7 **Set-off and Right of Retention.** The Customer is (a) only entitled to set-off, if its counterclaim is either (aa) undisputed or (bb) legally established or (cc) is reciprocal (synallagmatic) to the claim against which the Customer sets off; (b) only entitled to exercise a right of retention, if and to the extent that its counterclaim is either (aa) undisputed, (bb) legally established or (cc) based on the same contractual relationship as the claim the Customer exercises a right of retention against.

12. CUSTOMER OBLIGATIONS

- 12.1 **Cooperation.** The Customer shall provide Hololight with reasonable support and the information needed in order for Hololight to provide the Hololight Services in a timely manner and in line with the Agreement (cooperation obligations, *Mitwirkungspflichten*).

- 12.2 **Integration and Configuration.** Unless otherwise agreed as Additional Services, only the Customer is responsible for integrating the Services in the Customer Infrastructure, for the configuration of the Services by the Customer and/or its End Users and for any other use of the Services by the Customer and/or its End Users.
- 12.3 **Responsibility for Customer Systems.** The Customer shall be responsible for obtaining and maintaining all and any equipment, systems and ancillary services needed and used by the Customer and/or End Users to connect to, access or otherwise use the Services, including, without limitation, 3D Engines, XR Devices, Customer XR Apps, Third-Party XR Apps and other Third-Party Services, Customer Infrastructure, Private Cloud, hardware, servers, software, operating systems, networks, web browsers and the like (together referred to as "**Customer Systems**") in particular, but not limited to, the Customer shall ensure that any Customer Systems used in connection with the Services are up-to-date, secure, correspond to the then-current state-of-the-art, fulfil all requirements for the Services. Further requirements for Customer Systems are indicated on the Platform, in the documentation or otherwise in writing by Hololight to the Customer. The Customer acknowledges, that any use of the Services which is not in line with the documentation or any system requirements may lead to substantial damages.
- 12.4 **Access to Customer Systems.** The Customer shall enable Hololight to access any Customer Systems as reasonably requested by Hololight for the provision of Services.
- 12.5 **Customer Data.** The Customer is responsible for the Customer Data, in particular, but not limited to the quality of Digital Content or confidentiality of access data to use the Services. The Customer shall ensure that the use of the Customer Data by Hololight under this Agreement does not infringe any third party rights.
- 12.6 **Prohibited Use.** Except as permitted by applicable law or express written agreement of Hololight, the Customer will not and shall ensure that its End Users will not, directly or indirectly,
- 12.6.1 reverse engineer, decompile, disassemble or otherwise attempt to discover any source code, object code or underlying structures, ideas, know-how or algorithms relevant to Software and/or Services, disassemble or otherwise attempt to discover any of their components;
- 12.6.2 make any modifications to the Software and/or Services, or create any derivative works based on the Software and/or Services;
- 12.6.3 distribute, copy, rent, lease, sublicense, assign, transmit, sell or otherwise transfer the Software and/or Services;

- 12.6.4 provide access to or use Software and/or Services for the benefit for any third party in violation of this Agreement;
 - 12.6.5 access or use the Software and/or Services in a way that involves an unreasonable amount of bandwidth or that negatively impacts Hololight's underlying systems and/or the stability and/or accessibility of the Software and/or Services and/or otherwise interfere or attempt to interfere with the integrity or proper working of the Software and/or Services;
 - 12.6.6 introduce any other data to the Software and/or Services, in particular, any data that violates applicable law or the rights of third parties or contains viruses or other harmful components;
 - 12.6.7 engage in or promote or use the Software and/or Services for illegal activities, in particular money laundering or other fraudulent activities; or
 - 12.6.8 use the Software and/or Services improperly or against applicable law
(all a "**Prohibited Use**").
- 12.7 ***Consequences of Prohibited Use.*** In case of a suspicion of a Prohibited Use, Hololight may (i) revoke the rights to use granted with immediate effect, and/or (ii) suspend the provision of and access to the Services and/or (iii) terminate this Agreement for cause pursuant to section 15.3. Hololight's further rights shall remain unaffected thereby.

13. IP AND USAGE RIGHTS

- 13.1 ***IP.*** All right, title, and interest evidenced by or embodied in, attached, connected, and/or related to Software and/or the Services, and any and all updates, upgrades, versions, improvements and derivative works thereof as well as the entire content of the Services, including but not limited to Hololight's logo and all designs, texts, graphics, images, user interfaces, visual interfaces, information, data, computer code, sound files, other files as well as their selection and arrangement ("**Hololight IP**"), are and shall remain owned solely by Hololight; even if they result from requests or reports from the Customer, and the Customer has no rights thereto. This Agreement does not convey to the Customer any interest in or to Hololight IP other than a limited right to use Hololight IP to the extent necessary to use the Services in accordance with this Agreement.
- 13.2 ***Feedback.*** If Hololight receives any requests, reports or other feedback (e.g., questions, comments, suggestions or the like) regarding the Services (collectively the "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Hololight and the Customer hereby irrevocably and unconditionally transfers and assigns to Hololight all intellectual property rights or

other rights it has in such Feedback and waives any and all rights that the Customer may have in respect thereto. Hololight may make use of Feedback at its sole discretion and is not obliged to use any Feedback or any part thereof, unless otherwise agreed between the Parties in writing for Additional Services or Support Services.

13.3 **Service Results.** Any customizations, integration solutions or other results, including any software (source code and object code), developed or otherwise created by Hololight in connection with the Services ("**Service Results**") which may be provided or otherwise made accessible to the Customer, remain the intellectual property of Hololight; it being understood that (a) any request by Customer for a Service Result or (b) any agreement between Hololight and the Customer on a Service Result, are in both cases (a) and (b) considered Customer's Feedback. Hololight solely grants to the Customer the non-exclusive, non-transferable, non-sublicensable right to use such Service Results for the access to and use of the Services in accordance with this Agreement.

13.4 **Customer Data.** By providing Customer Data to Hololight, the Customer grants to Hololight the right to use the Customer Data to the extent necessary to provide the Services and to fulfil any applicable statutory retention obligations. The Customer shall ensure that it has all necessary rights to Customer Data to grant the rights to use pursuant to sentence 1 to Hololight, including obtaining any necessary consents from End Users for the use of their data, before providing any Customer Data to Hololight.

14. **WARRANTY**

14.1 **No Warranty.** Hololight is not responsible for a certain success of the Services and in this respect no warranty rights exist.

14.2 **Condition.** The condition of the Software and/or the Services is only determined by the Agreement. Warranties regarding the Software in public statements, in particular advertising, or in statements by Hololight's employees do not contain any indication of the condition. Hololight does not give any warranty and does not assume any procurement risk.

14.3 **Defects.** In the event of defects, Hololight does not owe a remedy for the specific defects. Instead, Hololight shall be entitled to make available an updated version of the Software necessary to maintain the contractual condition and to remedy defects.

- 14.4 **Exclusion of Claims.** Claims in connection with downtime of Hololight's servers or Hololight's technical infrastructure or any other Service disruption (all a "**Damaging Event**") shall be excluded if
- 14.4.1 such Damaging Event is caused by outages or other unavailability or disruption due to causes within the control of third parties, suppliers or telecommunication providers or otherwise beyond Hololight's control, in particular, but not limited to, a Force Majeure Event;
 - 14.4.2 the Customer and/or an End User does not provide Customer Data in accordance with section 12.5 (Customer Data);
 - 14.4.3 the Customer fails to take any actions upon which Hololight's performance is dependent;
 - 14.4.4 the Customer and/or an End User fails to use the Services in accordance with Hololight's requirements, as stated in these T&Cs and on the Platform;
 - 14.4.5 the Customer fails to fulfil its obligations as set forth in section 12 (Customer Obligations); or
 - 14.4.6 the Customer and/or an End User otherwise uses the Software and/or the Services in an improper or inappropriate manner.

15. TERM AND TERMINATION

- 15.1 **Service Term.** The Agreement with the Customer on the provision of the Services shall have an initial term of five (5) years, unless otherwise agreed upon between the Parties in an Offer ("**Initial Term**"). At the expiry of the Initial Term and any subsequent Renewal Terms (as defined below), the Agreement shall be automatically renewed for one (1) additional year at a time (each a "**Renewal Term**"), unless terminated in accordance with the terms of this Agreement.
- 15.2 **Termination for Convenience.** Hololight and/or the Customer may terminate the Agreement giving no less than three (3) months prior written notice of termination to the end of the Initial Term or Renewal Term.
- 15.3 **Termination for Cause.** Without prejudice to the foregoing provisions, either Party may terminate the Agreement for good cause. A good cause shall exist, in particular, but not limited to,
- 15.3.1 for the Customer, in case of Fee changes by Hololight pursuant to section 11.4;
 - 15.3.2 for Hololight, in case of the failure of the Customer to make its payments of the Fees or parts of them pursuant to section 11.5 or to fulfill any other obligations under this Agreement despite a written reminder;

- 15.3.3 for Hololight, in case of a Prohibited Use by the Customer pursuant to section 12.7;
- 15.3.4 for the Customer, in case of of a Force Majeure Event pursuant to section 20.2;
- 15.3.5 for either Party, in case of the opening of insolvency proceedings over the assets of the other Party, the refusal of the opening of such proceedings due to lack of assets or the filing of an application for the opening of insolvency proceedings over the assets of the other Party by the other Party.
- 15.4 **Termination notices.** Any termination notice must be delivered via registered mail (*Einschreiben*) to become effective.

16. CONSEQUENCES OF TERMINATION

- 16.1 **Deletion of Data.** Upon termination of this Agreement for any reason, in case of the Hololight Cloud Solution, except for data backups within the scope of usual backup processes, at the Customer's request, Hololight shall delete all Customer data related to the provision of Services within thirty (30) days after the termination takes effect, unless to the extent applicable laws require a storage of such data. In case of the Private Cloud Solution and/or the On-Prem Solution, the Customer is solely responsible for securing and copying any Customer data.
- 16.2 **Suspension of Services and use of Software.** Upon termination of this Agreement for any reason, Hololight will suspend the provision of any Services and the Customer shall suspend any access to and use of the Software and/or Services and, in case of the Private Cloud Solution and/or the On-Prem Solution, shall completely delete all copies of the Software in accordance with the then-current state of the art.
- 16.3 **Survival.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving shall survive the termination of the Agreement. This includes in particular, but is not limited to: sections 2 (Defined Terms), 13 (Ip and Usage Rights), 14 (Warranty), 16 (Consequences of Termination), 17 (End User Relationship), 18 (Liability), 19 (Indemnification), 21 (Confidentiality), 23 (Miscellaneous).

17. END USER RELATIONSHIP

- 17.1 **Relationship.** Hololight does not assume any responsibility with regard to End Users and this Agreement does not establish any contractual relationship between Hololight and such End User. Customer's End Users are not entitled to any rights or claims arising out of or in connection with this Agreement and/or the provision of the Services by Hololight.

17.2 **Responsibility.** The Customer is responsible for its End Users and their use of the Services and shall ensure that its End Users comply with the provisions of this Agreement.

18. LIABILITY

18.1 In any case of simple negligence, Hololight is liable for the breach of a contractual obligation which gives distinction to the Agreement and on which the Customer may rely on (essential obligation) and limited to the typical and foreseeable damage only, and further limited to the remuneration under the respective Offer paid or payable in the respective contract year in which the damaging event takes place, and, in all cases, limited to a maximum of EUR 100,000 (the cap applies to all damages together which occur in one (1) contract year or which are based on the respective damaging event). Sentence 1 does not apply to culpable damage to life, body or health nor in cases of mandatory liability including without limitation liability for cases in which a procurement risk or a guarantee for damages has been assumed, indemnification claims, liability under the Product Liability Act (*Produkthaftungsgesetz*), liability under the GDPR or fraudulent concealment of a defect. In addition, Hololight cannot be held strictly liable for a defect which already exists when the Agreement is entered into. Liability for indirect damages, including loss of profit, is excluded.

18.2 For the loss of data and/or programs, Hololight is only liable for an amount no greater than the expense incurred for restoration of the data if the Customer performed regular and adequate data backups and thereby ensured that lost data can be restored at reasonable expense.

18.3 The provisions of this section also apply for the benefit of Hololight's employees, agents and subcontractors to whom obligations were transferred.

19. INDEMNIFICATION

The Customer shall at its own expense, defend and hold harmless Hololight from and against any claim brought by a third party (including Third-Party Providers and End Users) against Hololight (including reasonable legal costs) arising out of or occurring in connection with (a) the infringement of third-party rights (in particular including patent, copyright, trade secret or trademark infringement or other commercial exploitation); (b) a Prohibited Use; and/or (c) any other use of the Software and/or the Services by the Customer and/or End Users in violation of this Agreement and/or applicable laws.

20. FORCE MAJEURE

- 20.1 Hololight shall be released from any performance of its obligations under this Agreement and shall not be liable to the Customer for delay or non-performance of its obligations under this Agreement where this is caused by a Force Majeure Event.
- 20.2 If any Force Majeure Event prevents Hololight from fulfilling its obligations under the Agreement for a continuous period of more than one (1) month the Customer may terminate this Agreement in accordance with section 15.3.

21. CONFIDENTIALITY

- 21.1 The Parties shall keep confidential the content of the Agreement as well as all sensitive information of the respective other Party received in connection with the Agreement, including precontractually, in oral, written or any other form as well as trade secrets ("**Confidential Information**") and use it only for the agreed purposes.
- 21.2 Confidential Information includes, but is not limited to the following information received by or originating from the respective other Party:
- 21.2.1 with a confidentiality obligation only for the Customer: Hololight IP;
 - 21.2.2 with a confidentiality obligation only for Hololight: Customer Data;
 - 21.2.3 commercial terms;
 - 21.2.4 product data, especially with regard to product planning, product development and product design;
 - 21.2.5 technical know how, especially inventions, constructions, information on material production and characteristics, processes, technical data and application technology;
 - 21.2.6 information about hardware, databases, used or manufactured software, source codes, algorithms, login data and passwords
- as well as all other information which have been or are designated as confidential by a Party in oral or written form.
- 21.3 The Parties are obliged to take all necessary and appropriate measures to avoid the disclosure of Confidential Information vis-à-vis third parties and/or the perusal of Confidential Information by third parties. It is only permitted to disclose Confidential Information to such staff, employees and external advisors of the Parties who are directly concerned with the execution of the Agreement ("need to know"). In case they are not bound by law to a professional obligation to maintain confidentiality, they have to be obliged in written form to fulfil the confidentiality obligation pursuant to the Agreement – as far as legally permitted also for the time

after the end of the contractual relationship underlying the disclosure of Confidential Information. The disclosure of Confidential Information is further permitted, if and to the extent the Party burdened with the confidentiality obligation ("**Burdened Party**") is bound by law or administrative order to disclose such Confidential Information, has informed the other Party in writing about the planned disclosure and has taken measures provided for by law or appropriate to keep the extent of the disclosure to a minimum. Otherwise any disclosure is only permitted with the prior written consent of the other Party.

- 21.4 The confidentiality obligations pursuant to the Agreement are not applicable, if and to the extent the otherwise Burdened Party proves that the information in question:
 - 21.4.1 has been publicly known and made generally available in the public domain prior to the time it came to its knowledge or becomes publicly known at a later point in time without violation of the obligations resulting from the Agreement,
 - 21.4.2 has already been known to the Burdened Party without violation of any confidentiality obligations,
 - 21.4.3 has been independently developed by the Burdened Party without use or reference to the Confidential Information,
 - 21.4.4 has been made available to the Burdened Party by third parties who have legally obtained such Confidential Information and were entitled to disclose it.
- 21.5 Upon termination of the Agreement and according to written request of each Party, the other Party shall return to the Party and/or delete without delay and at its own costs all Confidential Information (including all storage mediums and copies made by the other Party or third parties) and confirm this to the Party concerned. The above does not apply if and to the extent the other Party is obliged by law to keep the Confidential Information, in which case the other Party will duly inform the Party, or for regular backup copies. In case the Party chooses the deletion of copies of Confidential Information, the other Party shall completely erase the respective Confidential Information in accordance with the current state of the art.
- 21.6 The confidentiality obligations pursuant to the Agreement shall continue for two (2) years after the termination of the Agreement.
- 21.7 The fact that the Parties have entered into the Agreement and the material subject matter of the Agreement are not Confidential Information.

22. PRIVACY

- 22.1 The Parties agree upon the data processing agreement attached hereto as Schedule 2.

23. MISCELLANEOUS

- 23.1 ***Prohibition on assignment.*** The Customer shall not assign the Agreement or any obligation or liability thereunder without the prior written consent of Hololight.
- 23.2 ***Relationship of the Parties.*** Nothing in this Agreement is intended to create, or shall be construed as creating, a partnership or joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise a party to act as agent for the other. Neither party shall have authority or power to make representations, act in the name or on behalf of, or otherwise to bind, the other party.
- 23.3 ***Entire Agreement.*** This Agreement together with its Schedules contains the entire agreements between and declarations of the Parties concerning the subject of the Agreement. It supersedes all prior agreements and conventions, oral and written declarations of intent and other binding or non-binding arrangements or side agreements between the Parties concerning the subject of the Agreement. In the event of a conflict between a Schedule and a provision in this Agreement, the provision in this Agreement shall prevail.
- 23.4 ***Written form.*** Where the Agreement requires the written form, simple email shall suffice, unless otherwise stipulated.
- 23.5 ***Amendments to this Agreement.*** Amendments and additions to this Agreement require the written form; the text form is excluded; online signature services like DocuSign with simple electronic signatures shall, however, be permitted. Sentence 1 also applies to any amendment to this written form clause.
- 23.6 ***Applicable Laws.*** This Agreement and its interpretation and any non-contractual obligations in connection with it are subject to the substantive law of Hololight's registered office. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 23.7 ***Arbitration.*** Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Munich, Germany. The language to be used in the arbitral proceedings shall be German. The dispute, controversy or claim shall be decided in accordance with the laws of Hololight's registered office.
- 23.8 ***Severability.*** Should one or more provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the

remaining provisions of this Agreement. The same shall apply if the Agreement does not contain an essential provision. In place of the invalid or unenforceable provision or to fill a contractual gap, such legally valid and enforceable provision shall apply which most closely reflects the commercial intention of the Parties as regards the invalid, unenforceable or missing provision.
