GENERAL LICENSE TERMS & CONDITIONS AND TERMS & CONDITIONS FOR THE SALE AND DELIVERY OF PRODUCTS AND SERVICES

1. Definitions

1.1. **Agreement:** the agreement between XVR Simulation and the Other Party, to which these Terms and Conditions apply and form a part thereof.

1.2. **Cloud Services:** Services under the name of or in the field of Infrastructure as a Service (IaaS), Platform as a Service (PaaS) or Software as a Service (SaaS).

1.3. **Customized Functionality:** customer-specific functions in the XVR Simulation Software that have been added to the XVR Simulation Software on the instructions of the Other Party.

1.4. **Data Subject:** has the meaning as set out in the Data Protection Legislation.

1.5. **Data Protection Legislation:** means all applicable privacy and data protection laws relating to the Processing of Personal Data and the privacy of electronic communications including the EU GDPR, the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

1.6. **End User:** the natural person that uses the XVR Simulation Software, who either constitutes Licensee in persona (thus the Licensee being a one-man-business) or who is an employee to the same organization as Licensee, as further defined in article 9.3 of these Terms and Conditions; and who is allowed to use the XVR Simulation Software pursuant to a License Agreement between XVR Simulation and Licensee; and who shall accept the End User License Agreement.

1.7. **End User License Agreement:** the license agreement between XVR Simulation and the End User which contains specific (additional) provisions on the use of the XVR Simulation Software.

1.8. **EU GDPR:** means the General Data Protection Regulation (EU) 2016/679.

1.9. **GDPR:** means the EU GDPR and/or the UK GDPR, as applicable.

1.10. **License Agreement:** an Agreement whereby XVR Simulation grants Licensee a license for use of the software by a specific number of End Users and of which group of End Users the concrete composition may change over time.

1.11. **Licensee:** the party that has been granted by the Licensor, by means of a License Agreement, (i) a limited right, for an agreed term and subject to specific conditions, to use the XVR Simulation Software; or (ii) a limited right, for an agreed term and subject to specific conditions, to provide End Users with a limited sublicense (yet only under the strict conditions included elsewhere in these terms, in particular as set out under articles 9 and 10), for an agreed term and subject to specific conditions, for use of the XVR Simulation Software

1.12. **Licensee 3D Content (Customized 3D Content):** customized 3D content that the Licensee develops, instructs a third party to develop or otherwise acquires from a third party.

1.13. **Licensor:** XVR Simulation.

1.14. **Maintenance Service Pack & Corrective Updates:** the support and service provided by XVR Simulation with respect to the XVR Simulation Software (described, amongst others, in the so-called XVR Support Packages Overview and related and future documents) and the rectification of errors (bugs) in the XVR Simulation Software. Maintenance Service Pack & Corrective Updates do not include Major Software Upgrades.

1.15. **Major Software Upgrades:** major product release with or comprising of an expansion of the functionality of the XVR Simulation Software and/or expansion of the Virtual (3D) objects and Virtual (3D) environments.

1.16. **Other Party:** every natural person or legal entity, including but not limited to a reseller, Licensee, partner, End User or customer, with whom XVR Simulation may enter into or has entered into an Agreement with regard to the delivery of products, the provision of services or under which it has granted a license for the XVR Simulation Software.

1.17. **Personal Data:** has the meaning as set out in the Data Protection Legislation.

1.18. **Personal Data Breach:** has the meaning set out in the Data Protection Legislation.

1.19. **Processing:** has the meaning set out in the Data Protection Legislation and "process" and "processed" shall be construed accordingly.

1.20. **Restricted Transfer**: means an international transfer of Personal Data which would be prohibited by the Data Protection Legislation in the absence of an adequacy decision, appropriate safeguards, or a derogation for specific situations.

1.21. **Software as a Service (Saas):** a model in which XVR Simulation Software is hosted by XVR Simulation or a third party on behalf of XVR Simulation and in which the XVR Simulation Software is made accessible to the End Users as a service via internet.

1.22. **Subscription:** the right to use the XVR Simulation Software for an agreed term under a license granted by XVR Simulation.

1.23. **Terms and Conditions:** these general license terms and conditions and terms and conditions for the sale and delivery of products and services.

1.24. **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.25. **Virtual (3D) Objects:** 3D models of, but not limited to for example, victims, smoke, fire, leaks, as well as of emergency workers, rescue vehicles and assistance materials to be included and used in and/or designed for the XVR Simulation Software.

1.26. **Virtual (3D) Environments:** 3D models of environments and accompanying Virtual (3D) Objects to be included and used in and/or designed for the XVR Simulation Software.

1.27. **Virtual Libraries:** combinations of Virtual (3D) Environments and Virtual (3D) Objects Software to be included and used in and/or designed for the XVR Simulation Software.

1.28. **Virtual Incident Scenario:** a scenario of virtual (3D) Objects in a virtual (3D) Environment put together with the help of the XVR Simulation Software to be included and used in and/or designed for the XVR Simulation Software.

1.29. **XVR Hardware:** hardware provided by XVR Simulation to run XVR Simulation Software.

1.30. **XVR Simulation:** XVR Simulation B.V., having its registered office at Westlandseweg 40-C, 2624 AD Delft, the Netherlands, Ch. of Comm. no. 09110539.

1.31. **XVR Simulation Software:** simulation software produced and made available by XVR Simulation, including but not limited to any and all the generic/non-restricted content in the Virtual Libraries, and features & functionalities in the XVR Simulation Software. XVR Simulation Software may include, where applicable and depending on the actual software package ordered by the Other Party. Customized Functionality, Major Software Upgrades and Maintenance Service Pack & Corrective Updates, may be provided using Cloud Services and may be accompanied by hardware for the purpose of using the XVR Simulation Software.

1.32. **XVR Support Package Overview:** overview in which the details of the support services to the XVR Simulation Software, Major Software Upgrades and Maintenance Service Packs & Corrective Updates are described.

2. Applicability

2.1 These Terms and Conditions apply to all offers, quotations, order confirmations and invoices from XVR Simulation to the Other Party, to all orders placed by the Other Party, and to all Agreements concluded between XVR Simulation and the Other Party with regard to the sale and licensing of XVR Simulation Software and XVR Hardware (including but not limited to the End User License Agreement), the delivery of products and the provision of services (including but not limited to the provision of XVR Support Packages) with XVR Simulation acting as seller, Licensor or contractor and to any amendment hereto, and to all requests from the Other Party for the same, regardless of whether an Agreement will be or has been concluded by XVR Simulation.

2.2 The general terms and conditions of the Other Party are not applicable, independently or concurrently with the Terms and Conditions, unless explicitly agreed otherwise in writing. Deviations from the Terms and Conditions are only possible with XVR Simulation's written consent.

2.3 Acceptance of the Terms and Conditions by the Other Party shall be deemed to also extend to all future offers, quotations, orders, order confirmations, to all future (requests for) the delivery of products or provision of services and to all future Agreements to be concluded with XVR Simulation.

2.4 XVR Simulation has the right to unilaterally amend the Terms and Conditions from time to time. XVR Simulation is entitled to inform the Other Party of any such amendments electronically.

2.5 Failure of or delay in the exercise of any right or remedy by XVR Simulation provided in these Terms and Conditions or by law or XVR Simulation's indulgence shall in no way constitute a waiver of that right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

3. Quotations and conclusion of Agreements

3.1 All offers and quotations from XVR Simulation, whether verbal or in writing, are without obligation for XVR Simulation and do not bind it, unless this is otherwise explicitly evidenced by the offer or quotation from XVR Simulation.

3.2 All offers and quotations from XVR Simulation are valid until the date referred to in the offer or quotation. If no date is referred to, the quote is valid for 30 calendar days after the date of the offer.

3.3 If a specific date or period has been agreed or stated in a quotation for the provision of certain services, the supply of certain products or licensing the XVR Simulation Software, such date or period shall never constitute a strict deadline and shall be deemed as approximations only.

3.4 Offers and quotations must be confirmed by the Other Party in writing. If the Other Party fails to do so, but nevertheless consents to XVR Simulation commencing performance of the Agreement, the content of the offer or the quotation (whichever is applicable) will be deemed to have been agreed.

3.5 The prices stated in an offer or quotation are exclusive of VAT and other levies.

3.6 Verbal promises or arrangements shall not bind XVR Simulation except if and insofar as XVR Simulation has confirmed the same in writing.

4. Licensee 3D Content

4.1 The following terms apply with respect to customized 3D content that the Licensee develops, instructs a third party to develop or otherwise acquires from a third party ("Licensee 3D Content") which is hereafter imported in the XVR Simulation Software:

a. Licensee 3D Content must be developed in accordance with the technical instruction manual provided by XVR Simulation for this purpose. Notwithstanding the previous sentence, XVR Simulation does not provide any warranty and accepts no responsibility for the proper

functioning of the Licensee 3D Content. XVR Simulation may decide, at its own discretion, to amend, to not include or to delete the Licensee 3D Content in/from XVR Simulation Software.

b. The Licensee shall be fully responsible for any required maintenance of the Licensee 3D Content. XVR Simulation is not obliged to provide any support and/or maintenance related to the Licensee 3D Content unless provided otherwise in this clause 4.

c. If XVR Simulation upgrades the XVR Simulation Software, XVR Simulation shall supply the Licensee with all relevant information and guidelines to enable Licensee to make Licensee 3D Content to be compatible with the upgraded version of XVR Simulation Software.

d. If XVR Simulation creates 3D Content for a client (Customized 3D Content), and the client would like XVR to upgrade such customization in the future years, the costs hereof will be charged additionally at that time based on the scope of work.

e. If the Licensee requests assistance from XVR Simulation regarding any Licensee 3D Content, including but not limited to the development, testing, implementation and use of any Licensee 3D Content, XVR Simulation shall charge its time spent against its then current standard hourly rate.

5. Support services

5.1 Support services are only provided by XVR Simulation if the Licensee purchases an XVR Simulation support package or has obtained such package as part of their license deal. XVR Simulation offers support services as described in the so-called XVR Support Package Overview document (offers may change over time). The Agreement concluded with the Licensee indicates the XVR Simulation support package to be purchased by the Licensee and therefore until when of support services the Licensee is entitled to.

5.2 XVR Simulation is not obliged to offer support and maintenance services for (a) version(s) of XVR Simulation Software which has since been upgraded.

5.3 XVR Simulation is not obliged to offer support and maintenance services for the XVR Simulation Software installed on devices which do not meet the advised specifications of hardware published by XVR Simulation at the time the Agreement is entered into. The previously and currently advised specifications of hardware can be provided by XVR Simulation by email upon request.

5.4 XVR Simulation is not obliged to offer support for issues arising in connection with the absence, failure and/or malfunction of a local IT network and/or administration rights.

5.5 Support for installation issues

5.5.1 The Licensee must install all updates of the XVR Simulation Software that can be provided from time to time on its device in accordance with the installation instructions of XVR Simulation.

5.5.2 The Licensee shall install all updates and driver updates of their hardware devices (e.g. Apple or Windows or Android updates) that become available from time to time. XVR Simulation is not obliged to provide support and maintenance services with regard to devices on which the latest windows and driver updates have not been installed.

5.5.3 XVR Simulation does not warrant that a malfunction or other problem reported by the Licensee will be solved through an update or software patch. If a problem with the XVR Simulation Software is not solved through an update or software patch, XVR Simulation will communicate and follow up with the Licensee to find out if there is a possible alternative solution. If needed, XVR Simulation will try to solve the issue with remote access through Team Viewer with local IT network access. If remote access is not possible, the Licensee can send its

device to XVR Simulation at its own expense for further testing. XVR Simulation does not warrant that a solution will be found.

6. Major Software Upgrades and Maintenance Service Pack & Corrective Updates

6.1 Major Software Upgrades and Maintenance Service Packs & Corrective Updates are part of XVR Simulation support package(s) that can be purchased for an additional fee by the Licensee or may be obtained otherwise as part of their license deal. At its own discretion and from time to time, XVR Simulation shall provide with Major Software Upgrades and Maintenance Service Pack & Corrective Updates. The definitive content of the hereof will be determined by XVR Simulation. In addition, XVR Simulation may at its own discretion otherwise update, upgrade, modify and enhance the XVR Simulation Software from time to time.

6.2 Major Software Upgrades and Maintenance Service Pack & Corrective Updates to the XVR Simulation Software in order to solve problems will be provided in the manner chosen by XVR Simulation e.g. by USB device(s), by e-mail or via a cloud based sharing system or platform. XVR Simulation does not guarantee that the Major Software Upgrades and Maintenance Services Pack & Corrective Updates shall meet at all times the demands of the Other Party.

6.3 Licensee must install Major Software Upgrades and Maintenance Service Pack & Corrective Updates itself by following the guidelines provided by XVR Simulation.

6.4 XVR Simulation does not guarantee that virtual incident scenarios not updated in accordance with clause 6 will be compatible with the Software after two or more annual Updates.

6.5 XVR Simulation does not guarantee the original functionality of Licensee's Virtual Incident Scenarios upon Major Software Upgrades or Maintenance Service Packs and Corrective updates.

7. Performance of the Agreement, costs of supply

7.1 XVR Simulation is entitled to engage the services of third parties for the performance of the Agreement.

7.2 If the XVR Simulation Software is made available by XVR Simulation to the Other Party on a USB and XVR Simulation and the Other Party agreed on delivery of the USB in the European Union, delivery shall be made DDP to the agreed delivery address in accordance with the Incoterms® 2020. Deliveries shall be made FCA from XVR Simulation's headquarters in the Netherlands in accordance with the Incoterms® 2020: (i) if XVR Simulation and the Other Party agreed on delivery of the USB outside the European Union; and (ii) if XVR Simulation and the Other Party agreed on delivery of hardware other than USB by XVR Simulation. In case of delivery FCA as referred to in the preceding sentence, the formation and execution of the contract of carriage shall be for the risk and expense of the Other Party. In addition, all costs of customs formalities necessary for export, as well as all duties taxes and other charges payable upon export and import shall be paid by the Other Party.

7.3 XVR Simulation is entitled to perform the Agreement in different phases. A customization services project will be scheduled after receiving the 100% down payment. An estimated delivery time will be given after receipt of the payment, this will be estimated according to the final scope of work agreed in the contract and the availability of our teams. After contractual signing during any stage of the customization project, if you would like to revise the requirements or the scope of work, the commercial charges will be applicable for the work which has been done so far; in addition, a new estimated delivery time and price estimation will be provided to you in a separated commercial proposal for such revision of requirements/scope of work.

7.4 If the Agreement is performed in phases, XVR Simulation may suspend the performance of parts pertaining to a subsequent phase until such time as the Other Party has approved the results of the preceding phase in writing.

7.5 If the Other Party fails to meet any of its obligations vis-à-vis XVR Simulation properly, the Other Party will be liable for all damage directly or indirectly incurred or to be incurred on the part of XVR Simulation.

7.6 XVR Simulation is entitled to increase any agreed price or fee up to 10 % annually at its discretion. In addition, XVR is entitled at all times to increase any agreed price or fee based on changed market prices and/or price increases by suppliers, or other developments, such as changes in the costs of materials and labour, government measures, currency exchange rate fluctuation, taxes, duties, levies, or unforeseen circumstances give cause to do so.

8. Payment and collection costs

8.1 Payment for Subscriptions, services, maintenance and products is payable annually in advance. XVR Simulation reserves the right not to perform service and support services or to supply products until payment has been received.

8.2 Notwithstanding clause 8.3 or otherwise agreed in writing, payment of invoices sent by XVR Simulation must take place within 30 (thirty) days of the invoice date.

8.3 Hardware is supplied by XVR Simulation on a prepayment basis. Unless otherwise agreed in writing, payment of invoices sent by XVR Simulation for the supply of hardware must take place within 14 (fourteen) days after the Other Party has accepted XVR Simulation's offer for the supply of hardware.

8.4 Any objections to (a part of) an invoice must be submitted by the Other Party in writing and with substantiation within 30 days after the invoice date, failing which the charged amount shall be deemed to have been accepted by the Other Party and disputing the same shall no longer be allowed.

8.5 If full payment is not received within 30 days, the Other Party will be in default by operation of law and will owe an interest of 1.5% per month or part of a month that the amount due has been left unpaid. If the payment deadline is exceeded by more than 30 days, XVR Simulation is also entitled, without further notice of default being required, and notwithstanding XVR Simulation's other rights and remedies under these Terms and Conditions and/or the Agreement and/or the applicable law, to immediately charge the Other Party a default penalty of 10% of the sum owed to XVR Simulation.

8.6 If the Other Party fails to pay an amount due within the payment term of 30 days, all other payments to be made by the Other Party immediately become due and payable.

8.7 All costs incurred by XVR Simulation in relation to overdue payments, such as costs of litigation, judicial and extrajudicial costs, including costs for legal assistance, bailiffs and debt collection agencies, will be borne by the Other Party. XVR Simulation is entitled to invoice these costs periodically.

8.8 XVR Simulation is entitled to apply the payments made by the Other Party first to satisfy the costs, then to satisfy the interest that has become due and, finally, to satisfy the principal sum and the current interest.

8.9 Under no circumstances will the Other Party be entitled to set off amounts owed to XVR Simulation.

8.10 Objections to any amount charged in an invoice do not suspend the Other Party's payment obligation.

8.11 Payment of invoices sent by XVR Simulation can be paid through bank transfer as the recommended payment method. Payment through PayPal is allowed however not recommended. Any additional administrative costs of bank transactions or PayPal transactions shall be paid by the Other Party. Payment through credit card and cheque are not accepted.

9. Permitted use

9.1 The Licensee may only use the XVR Simulation Software, and grant sublicenses in this respect, for the education and training of End Users that are employees in its own organization, without commercial intention. Without XVR Simulation's prior written consent, the Licensee is not permitted to use the XVR Simulation Software to train people other than its own employees, nor is the Licensee permitted without XVR Simulation's written consent to request payment for carrying out education, practice and training with the support of the XVR Simulation Software.

9.2 The reproduction of the XVR Simulation Software, in particular the translation of the program code made available to other code forms (decompilation) and other types of analysis of the various steps in the production of the XVR Simulation Software (reverse engineering), are not permitted. It is not allowed to make a back-up of (parts of) the Software. Further, it is not allowed to use or make a copy of (parts of) the Software on virtual machines/virtual PC hardware, unless XVR Simulation has granted explicit written prior approval hereto. Using or making a copy the Software on virtual machines/virtual PC hardware is only allowed if it is done by means of or through XVR Simulation's official cloud services (which is/or going to be available) and only upon the conditions of XVR Simulation that will apply thereto.

9.3 The Licensee's organization as referred to in clause 9.1 is limited to those (directly) employed within the entity of the Licensee. It is explicitly agreed that subsidiaries and sister companies, joint ventures, other companies, freelancers and one-man-businesses (such as so-called one-man-businesses-without-employees' ('ZZP'ers') affiliated with the Licensee are not part of the Licensee's organization.

9.4 If the Licensee acts in breach of this clause 9 it is fully liable for any and all damage suffered by XVR Simulation as a result thereof and without notice of default being required is obliged to pay an immediately payable penalty of EUR 500,000.00 without prejudice to XVR Simulation's other rights and remedies under these Terms and Conditions and/or the Agreement and/or the applicable law including the right to claim compensation of actual damage and costs suffered.

9.5 The Other Party shall not distribute or circulate pictures or screenshots of the XVR Simulation Software to a third party, without XVR Simulation's prior written consent. The Other Party is never entitled to distribute or circulate pictures or screenshots of the XVR Simulation Software which are not of good quality or intended for other purposes than marketing purposes. Content which has not been distributed in accordance with this clause 9.5, must be removed immediately by the Other Party at XVR Simulation's first request, notwithstanding XVR Simulation's other rights and remedies, such as its right to claim damages.

9.6 XVR Simulation is allowed to (let) inspect, without prior warning, whether End User, Licensee and/or Other Party have complied with the obligations set out in these terms.

10. Intellectual property and know-how

10.1 The Licensee receives, under the obligation of full and timely fulfillment of all of its obligations, the non-exclusive, limited, non-transferable, worldwide right to use the XVR Simulation Software, with the right to only grant sublicenses to a permitted number of End Users or permitted number of devices on which the XVR Simulation Software will be installed, under conditions agreed upon with XVR Simulation. The composition of the group of permitted number of End Users may change over time (e.g. as long as the number of End Users that use the XVR Simulation Software at the same time, the Licensee is free to determine which End Users are using the XVR Simulation Software at a specific date or time within the contractual period). To the sublicenses to be granted to the End Users by Licensee, these Terms & Conditions apply. At no time the sublicense conditions applicable to the End User shall provide less protection to XVR Simulation than the Terms & Conditions and the Agreement

between Licensee and XVR Simulation. For the avoidance of doubt: unless XVR Simulation has granted explicit prior written permission hereto, Licensee is not allowed to grant sublicenses to End Users that do not belong to Licensee's own organization, as set out in article 9.3.

10.2 Except where explicitly provided otherwise in these Terms & Conditions, any Agreement and/or the End User License Agreement, any and all intellectual and industrial property rights in the XVR Simulation Software, as well as any and all related data, know-how, documents, materials and works thereto, including but not limited to the Virtual (3D) Environments, Virtual Incident Scenarios, Virtual Libraries and Virtual (3D) Objects, source code & object code; GUI, movements & (screen) transitions; beta versions & prototypes; patches, improvements & updates; analyses, methods & calculations; tests & test reports; databases; (technical) drawings; overviews, instructions & guidelines; algorithms; preparatory materials; and the know-how on which all of the aforesaid is based, are and will remain the exclusive property of XVR Simulation or, where the aforesaid is created by partners of XVR Simulation based on their know-how, of said partners and constitute valuable trade secrets.

10.3 Any and all intellectual and industrial property rights on Virtual (3D) Environments, Virtual Incident Scenarios, Virtual Libraries and/or Virtual (3D) Objects that are built by XVR Simulation for the Other Party, upon instruction of the Other Party and that are confidentiality-wise considered to be 'non-restricted', are and will remain the exclusive property of the respective Other Party. If the Other Party has not financially compensated XVR Simulation for the development of this content, XVR Simulation shall be allowed to include this content in the general software library without prior consent from the Licensee being required. In such case, the content shall be available for use by any and all users of the XVR Simulation Software. If the Other Party has financially compensated XVR Simulation for the development of this content, the Other Party has the right to decide whether XVR Simulation shall be allowed to include this content in the general software library.

10.4 Any and all intellectual and industrial property rights on Virtual (3D) Environments, Virtual Incident Scenarios, Virtual Libraries and/or Virtual (3D) Objects that are built by XVR Simulation for the Other Party, upon instruction of the Other Party and that are confidentiality-wise considered to be 'restricted', are and will remain the exclusive property of the respective Other Party. This content shall not be included in the general software library of XVR Simulation and shall therefore not be available for use by other users of the XVR Simulation Software, unless agreed otherwise with the Other Party.

10.5 Any and all intellectual and industrial property rights on Virtual (3D) Environments, Virtual Incident Scenarios, Virtual Libraries and/or Virtual (3D) Objects that are built by the Other Party, or its respective third-party contractors (such as 3D software companies), itself and that are confidentiality-wise considered to be 'non-restricted' are and will remain the exclusive property of the respective Other Party. XVR Simulation is allowed to upload this content into the general software library. In such case, the content shall be available for use by any and all users of the XVR Simulation Software.

10.6 Any and all intellectual and industrial property rights on Virtual (3D) Environments, Virtual Incident Scenarios, Virtual Libraries and/or Virtual (3D) Objects that are built by the Other Party, or its respective third-party contractors (such as 3D software companies), itself and that are confidentiality-wise considered to be 'restricted' are and will remain the exclusive property of the respective Other Party. This content shall not be included in the general software library of XVR Simulation and shall therefore not be available for use by other users of the XVR Simulation Software, unless agreed otherwise with the Other Party.

10.7 Once XVR Simulation has uploaded content of the Other Party into the general software library, the content shall be available for use to any and all users of the XVR Simulation Software, independent

of whether the content has been developed by the Other Party and/or whether XVR Simulation has been financially compensated for this and/or whether the content is or was considered to be confidentiality-wise restricted or not.

10.8 By giving permission to XVR Simulation for uploading the content into the general software library, the Other Party provides XVR Simulation with a transferable, royalty free, perpetual, worldwide, exclusive license, with the right to grant sublicenses (including, but not limited to, to other Licensees and End Users), to use, amend and delete the respective content, which license is accepted by XVR Simulation Software. The Other Party guarantees that it is entitled to and has the capacity to grant aforesaid license(s) to XVR Simulation. The Other Party herewith rescinds any and all moral and/or personality rights it has and may obtain with respect to this content and guarantees that any third party who has created such content for the Other Party (such as sub-contractors, e.g. 3D software companies) has done so as well.

10.9 Upon termination or expiration of the Agreement for whatever reason, the Licensee is no longer authorized to make any use of the XVR Simulation Software and/or any intellectual and industrial property rights or know-how to which XVR Simulation is entitled.

10.10 At any time and at its own discretion, without being obliged to give notice to the Licensee, XVR Simulation is allowed to use for itself (e.g. for analysis, research and development et cetera), amend and delete content created by the Licensee and/or its respective third-party contractors (such as 3D software companies), in particular for reasons of safety, order or compliance with legislation or guidelines, independent of whether the content has been developed by the Licensee and/or its respective third-party contractors (such as 3D software companies) and/or whether XVR Simulation has been financially compensated for this and/or whether the content is considered to be confidentiality-wise restricted or not. For the purpose of the aforesaid, the Other Party provides XVR Simulation with a transferable, royalty free, perpetual, worldwide, exclusive license, with the right to grant sublicenses to third parties that assist XVR Simulation in the aforesaid purpose, which license is accepted by XVR Simulation Software. The Other Party guarantees that it is entitled to and has the capacity to grant aforesaid license(s) to XVR Simulation. The Other Party herewith rescinds any and all moral and/or personality rights it has and may obtain with respect to this content and guarantees that any third party who has created such content for the Other Party (such as sub-contractors, e.g. 3D software companies) has done so as well.

10.11 XVR Simulation has the right to use the knowledge gained through the performance of an Agreement for other purposes as well, insofar as this does not involve the disclosure of the Licensee's strictly confidential information to third parties.

10.12 The licenses purchased by Licensee may be installed on the number of computers for which the license has been purchased. A license can be 'moved' to another computer. XVR Simulation's helpdesk should be contacted for this purpose. If a license is moved to another computer, the Licensee is obliged to uninstall XVR Simulation Software from the computer which the license was moved from within one (1) business day from the date on which the license was moved. Upon XVR Simulation's request, Licensee must grant XVR Simulation remote or onsite access to investigate the amount of computers of Licensee which are actively running XVR Simulation Software. If Licensee does not comply with any of its obligations under this clause 10.12 (including its obligations to uninstall XVR Simulation Software and grant remote or onsite access to XVR Simulation) it must pay the license fee for the license(s) which was (or were) moved from one computer to another during the period the Licensee was in breach.

10.13 If the Other Party uses the XVR Simulation Software using Virtual (3D) Environments or Virtual (3D) Objects which were not added to the XVR Simulation Software by XVR Simulation or were added by

XVR Simulation pursuant to the instructions of the Other Party, the Other Party shall indemnify and defend XVR Simulation from and against any claim that such Virtual (3D) Environment or Virtual (3D) Object infringed any copyright, patent or other intellectual property right of a third party, including but not limited to cost convictions ex article 1019h Dutch Civil Procedure Code (Wetboek van Burgerlijke Rechtsvordering).

10.14 The Other Party shall perform all its obligations in accordance with the local laws and regulations, amongst other with respect to infringement and fair use. The Other Party shall not use the XVR Simulation Software in any way that might harm the reputation of and/or the goodwill of XVR Simulation.

10.15 The Other Party shall indemnify XVR Simulation against all claims, damage and costs arising out of or in connection with the Other Party's use of the XVR Simulation Software that infringes third party's intellectual property rights, including but not limited to cost convictions ex article 1019h Dutch Civil Procedure Code (Wetboek van Burgerlijke Rechtsvordering).

10.16 Upon obtaining knowledge hereof, the Other Party shall immediately notify XVR Simulation of any case of (alleged) infringement of the (intellectual and/or industrial property rights on) XVR Simulation Software. The Other Party will not be allowed to take actions, which actions include sending a warning letter and/or initiating legal proceedings, against such (alleged) infringement unless XVR Simulation has given its prior written approval hereto. Other Party shall assist XVR Simulation in every way reasonably possible in acting against such (suspected) infringement upon the first request hereto by XVR Simulation.

10.17 The Other Party shall immediately notify XVR Simulation of any third party claims against the Other Party with respect to (alleged) infringement of intellectual property rights and/or other claims that are a direct or indirect consequence of these Terms and Conditions, any Agreement and/or the End User License Agreement by the Other Party. XVR Simulation Software undertakes to supply Licensee, within reasonable boundaries, with evidence which it has available to assist Other Party in the defence against such claims. However, XVR Simulation shall have the exclusive right, to select lead counsel in the litigation at its own expense. Besides this, Other Party has the right to be represented by its own counsel in the litigation at its own expense. Other Party shall assist XVR Simulation in every way reasonably possible in defending itself and XVR Simulation against such (suspected) infringement upon the first request hereto by XVR Simulation. Without the consent of XVR Simulation, no settlement may be agreed by the Other Party with third parties concerning disputes with respect to (alleged) infringement of intellectual property rights and/or other claims that are a direct or indirect consequence of these Terms and Conditions, any Agreement and/or the End User License Agreement and the execution hereof.

11. Retention of title and security

11.1 All products supplied and yet to be supplied by XVR Simulation - including the products containing the XVR Simulation Software - remain the exclusive property of XVR Simulation until all claims XVR Simulation has or will acquire against the Other Party have been paid in full.

11.2 As long as title to the products referred to in the preceding paragraph has not passed to the Other Party, the Other Party is not authorized to pledge the products or grant third parties any other rights to these products.

11.3 The Other Party undertakes to cooperate upon XVR Simulation's first request in creating a right of pledge on the claims the Other Party has or will acquire against any third parties with regard to the products referred to in clause 11.1.

11.4 The Other Party is required to store the products delivered under retention of title with due care and as the recognizable property of XVR Simulation.

11.5 The Other Party must do everything that may reasonably be expected of it at all times to safeguard XVR Simulation's proprietary rights.

11.6 If third parties seize the products supplied under retention of title or wish to establish or assert rights to the same, the Other Party is required to make XVR Simulation's retention of title known to the third parties immediately and to inform XVR Simulation about this immediately.

11.7 If XVR Simulation wishes to exercise its proprietary rights as referred to in this clause 11, the Other Party hereby in advance gives its unconditional and irrevocable consent to XVR Simulation and third parties to be designated by XVR Simulation: (i) to enter all locations where the products that belong to XVR Simulation are located and (ii) to repossess such products.

11.8 The Other Party is not entitled to assign or encumber carriers of licensed information supplied by XVR Simulation. The Licensee is not entitled to assign the right to use such carriers and licensed information. Any act in violation of this clause 11 results in a breach of the Agreement and in addition is invalid.

12. Suspension, termination or dissolution

12.1 XVR Simulation is authorized, at its own discretion, to suspend the performance of its obligations or to terminate (in Dutch: opzeggen) or dissolve (in Dutch: ontbinden) the Agreement with immediate effect if:

a. the Other Party does not perform one or more of its obligations under the Agreement including these Terms and Conditions, or does not perform them fully or in good time;
b. after conclusion of the Agreement, XVR Simulation becomes aware of circumstances that give it good reason to fear that the Other Party will not perform its obligations;
c. upon conclusion of the Agreement, the Other Party was asked to provide security for the performance of its obligations under the Agreement and this security has not been provided or is insufficient;
d. due to delay on the part of or caused by the Other Party, XVR Simulation in its opinion can no longer be required to perform the Agreement under the conditions originally agreed;
e. the Other Party is liquidated, is granted suspension of payments or is declared bankrupt or if preparations for the same have been made, if an attachment has been made on assets of the Other Party and that attachment is not lifted within three months or if any other event occurs as a result of which the Other Party no longer has its assets freely at its disposal.
f. if circumstances occur that are such that performance of the Agreement is impossible or if circumstances occur otherwise that are such that unchanged maintenance of the Agreement cannot reasonably be required of XVR Simulation in the opinion of XVR Simulation;
g. in the event of a change of control over the Other Party.

12.2 If the Agreement is terminated or dissolved, any claims XVR Simulation has against the Other Party will become immediately due and payable.

12.3 If XVR Simulation, at its own discretion, suspends, terminates (in Dutch: opzeggen) or dissolves (in Dutch: ontbinden) the Agreement, it will in no way be obliged to compensate damage and costs resulting from this in any way nor will it be obliged to refund any amounts paid by the Other Party.

12.4 Upon termination (in Dutch: opzegging), dissolution (in Dutch: ontbinding) or expiration of the Agreement, the Licensee shall immediately cease use of all license rights arising under the Agreement and the related know-how of XVR Simulation and shall delete all XVR Simulation Software from its computers. XVR Simulation is entitled to check (or have checked) whether the Other Party has

actually complied with this. If the Other Party has not complied with this, or has not done so in good time, it will incur an immediately exigible penalty of € 2,500 per day or part of a day that this breach continues, without prejudice to XVR Simulation's other rights under these Terms and Conditions and/or the Agreement and/or the applicable law.

12.5 The Other Party shall be liable for all damage suffered and costs made by XVR Simulation as a result of or in connection with the suspension, termination (in Dutch: opzegging) or dissolution (in Dutch: ontbinding) of the Agreement under this clause 12.

12.6 For a fixed-term contract, the Other Party is not allowed to terminate (in Dutch: opzeggen) the Agreement before the term or dissolve the Agreement (in Dutch: ontbinden) in full or in part. If the Other Party, in breach of the preceding sentence, terminates the Agreement before the term or dissolves the Agreement, the Other Party is nevertheless obliged to pay the amounts agreed upon in the Agreement in full. For an automatic-renewal (non-fixed-term contract), the Subscription will be automatically extended by a period of 1 year each time, unless XVR Simulation receives written notice of termination from the Other Party no later than 2 months before expiry of the contract term. The subscription cannot be terminated in the interim.

13. Liability

13.1 In no event shall XVR Simulation be liable for loss of profits, lost savings, loss due to business interruption any indirect or consequential damage (in Dutch: indirecte of gevolgschade), including but not limited to loss of data and/or damage resulting from incomplete or incorrect education or training carried out using the XVR Simulation Software. XVR Simulation is never obliged to recover data that has been corrupted or lost.

13.2 XVR Simulation is not liable for any kind of loss or damage whatsoever resulting from (i) XVR Simulation using inaccurate and/or incomplete data supplied by or on behalf of the Other Party and (ii) third party software and/or viruses, malware and the like.

13.3 XVR Simulation is not liable for hardware defects caused by external force, liquids or incorrect use.

13.4 XVR Simulation is not liable if the Licensee has not followed guidelines, training or instructions, such as but not limited to guidelines for the installation of Major Software Upgrades and Maintenance Service Pack & Corrective Updates, provided by XVR Simulation.

13.5 XVR Simulation's liability if any, on whatsoever grounds, is capped at 50% of the total yearly license fee owed by the Licensee in the year the (alleged) ground for liability arises, exclusive of VAT.

13.6 Noting in these Terms and Conditions shall operate to exclude or restrict XVR Simulation's liability for any damage as a result of intent or deliberate recklessness (in Dutch: opzet of bewuste roekeloosheid) on the part of XVR Simulation's board and/or management.

13.7 The limitations of liability as set out in these Terms and Conditions also apply in the event XVR Simulation is liable for the acts or omissions of third parties instructed by it.

13.8 XVR Simulation shall not be liable for indirect damage, including but not limited to consequential damage, loss of profits, lost savings and loss due to business interruption.

14. Guarantees and limitation period

14.1 The use of the XVR Simulation Software as well as the products is for the Other Party's sole risk. XVR Simulation makes no other guarantees than that upon delivery: (i) the XVR Simulation Software has the functionalities as described in the user manual pertaining to the XVR Simulation Software, provided that the XVR Simulation Software including the Customized Functionality is used on hardware that meets the hardware specifications advised by XVR Simulation at https://www.xvrsim.com/en/system-requirements/ (also available at XVR Simulation's official

community website for XVR users) and (ii) the products shall meet the agreed specifications. The applicability of article 7:17 Dutch Civil Code is explicitly excluded. For the avoidance of doubt, XVR Simulation does not offer any guarantee on the outcome of the XVR Simulation Software, for example on the skills level of participants and whether the simulation provided by the software matches real-life situations.

14.2 The Other Party is obliged to examine the XVR Simulation Software including the Customized Functionality and/or the products supplied by XVR Simulation (or have them examined) as soon as they are provided to it or as soon as the work concerned is carried out. This includes the Other Party examining whether the quality and/or quantity of the products supplied corresponds to what was agreed and meets the requirements agreed by the parties in that respect. XVR Simulation must be notified in writing of any visible defects within seven days of supply and of any non-visible defects within 7 days of the date on which such non-visible defects were or could reasonably have been discovered by the Other Party and in any event within 1 month from the date of delivery. The notification must describe the defect in as much detail as possible, so as to enable XVR Simulation to respond in an adequate fashion. The Other Party must give XVR Simulation the opportunity to investigate a complaint (or to have it investigated). If notification of a defect is provided later, the Other Party will no longer have any right to make a claim. XVR Simulation and the Other Party explicitly agree that articles 6:89 and 7:23 Dutch Civil Code are not applicable.

14.3 If XVR Simulation establishes that a complaint is valid, XVR Simulation shall at its option repair or replace the XVR Simulation Software and/or the hardware products supplied by it, without XVR Simulation being liable for any data loss resulting from repair or replacement of the XVR Simulation Software and/or products supplied by it. This is the Other Party's sole and exclusive remedy for, or related to any claim with respect to the XVR Simulation Software and/or the products supplied. The Other Party shall furnish XVR Simulation with the hardware products for repair at the Other Party's costs, provide that XVR Simulation will repay those shipment costs upon the Other Party's request if it is established that the claim is founded. If it is established that a complaint is unfounded, the costs ensuing from that complaint, including investigation costs incurred by XVR Simulation, are borne in full by the Other Party.

14.4 All forms of guarantee and any right to claim will lapse if a defect has arisen in the XVR Simulation Software including the Customized Functionality and/or the products supplied by XVR Simulation as a result of or ensues from improper or incorrect use, including acts not in accordance with the supplied instructions for use, or use after the expiry date of the support and maintenance package, or incorrect storage or maintenance by the Other Party or by third parties or when, without XVR Simulation's written consent, the Other Party or third parties have made changes to the product or have tried to do so, or other products have been attached to the XVR Simulation Software and/or the products supplied by XVR Simulation that should not have been so attached, or if these have been incorporated or processed in a manner other than that prescribed.

15. Marketing and communication

15.1 Unless otherwise agreed in writing, XVR Simulation is entitled to use images from the 'customized' 3D environment(s) and/or 3D object(s) supplied to the Other Party for marketing purposes.

15.2 Unless otherwise agreed in writing, XVR Simulation is entitled to use the Other Party's name for marketing purposes.

15.3 If and insofar as agreed by the Other Party, XVR Simulation shall be entitled to collect, store and process technical information regarding the Other Party's use of the XVR Simulation Software, only

for the purpose of improving the XVR Simulation Software. XVR Simulation shall not disclose any of this information in a form that personally identifies the Other Party.

16. Cloud Services

16.1 If XVR Simulation provides the XVR Simulation Software using Cloud Services, the provisions of this section 16 shall apply in addition to the other provisions of these Terms and Conditions.

16.2 The Other Party shall be responsible for ensuring the confidentiality of the usernames and passwords provided by XVR Simulation to the Other Party.

16.3 XVR Simulation may update, upgrade, modify and enhance the XVR Simulation Software from time to time.

16.4 XVR Simulation does not guarantee the quality of the services performed, (hardware) products delivered, or software developed by third parties, necessary to provide the XVR Simulation Software using Cloud Services, regardless of whether such third party was engaged by XVR Simulation or the Other Party.

17. Data Processing Agreement

17.1 Each party shall comply with its respective obligations under the Data Protection Legislation in respect of its Processing of Personal Data pursuant to this Agreement.

17.2 To the extent that the Licensee provides any Personal Data to XVR Simulation in connection with this Agreement, the Licensee shall:

17.2.1 ensure that it has obtained any necessary consents and has a lawful basis to provide such Personal Data to XVR Simulation to the extent required under the Data Protection Legislation;

17.2.2 ensure that it can compliantly transfer such Personal Data to XVR Simulation and XVR Simulation's Processing of such Personal Data to perform its obligations under this Agreement shall not contravene applicable Data Protection Legislation; and

17.2.3 provide appropriate notices to affected individuals informing them that their Personal Data will be shared with IT systems, software and support providers like XVR Simulation.

17.3 To the extent that XVR Simulation Processes Personal Data as a Processor on behalf of the Licensee, XVR Simulation shall:

17.3.1 process the Personal Data only to perform its obligations under this Agreement in accordance withdocumented instructions from the Licensee, unless a European Union law or a Member State law and/or a UK law, as applicable to XVR Simulation, requires the Personal Data to be Processed for other purposes, in which case XVR Simulation shall inform the Licensee of that legal requirement prior to Processing, unless such legislation prohibits such notification on important grounds of public interest.

17.3.2 ensure that any sub-processor that is engaged to Process such Personal Data by XVR Simulation is subject to data protection obligations that are substantially similar to those applicable to XVR Simulation under clause 17 of this Agreement;

17.3.3 not carry out a Restricted Transfer of Personal Data unless is has appropriate safeguards in place in respect of such transfer in accordance with the Data Protection Legislation;

17.3.4 ensure that employees and other personnel authorized by it to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

17.3.5 implement appropriate technical and organisational measures to protect Personal Data in accordance with the requirements of article 32 GDPR;

17.3.6 only to the extent that the Licensee cannot directly deal with a rights request from a Data Subject made pursuant to Chapter III GDPR without XVR Simulation's assistance taking into account the nature of the

Processing, XVR Simulation shall (at the Licensee's cost)provide reasonable assistance to the Licensee by appropriate technical and organizational measures, in so far as this is possible, with the fulfilment of the Licensee's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of GDPR;

17.3.7 following the end of the provision of the services, at the Licensee's option, either return or delete all copies of the Personal Data, unless European Union or Member State law and/or UK law, as applicable to XVR Simulation, requires storage of the Personal Data;

17.3.8 make available to the Licensee all information necessary to demonstrate compliance with the obligations laid down in clause 17 of this Agreement, and allow for audits, including inspections, conducted by the Licensee or another auditor mandated by the Licensee provided that in respect of any such audits, including inspections, the Licensee shall:

17.3.8.1 only be entitled to carry out such audit once every three (3) years;

17.3.8.2 provide at least 30 days' notice of any intended audit;

17.3.8.3 carry out such audit only during business hours as set by XVR Simulation;

17.3.8.4 only carry out such audit to evaluate a specific suspected deficiency after exhausting all other reasonable means as determined by XVR Simulation;

17.3.8.5 only audit the business areas and activities of XVR Simulation that relates directly to the Processing of Personal Data under this Agreement; and

17.3.8.6 at XVR Simulation's request, require that any auditor enters into a confidentiality agreement with XVR Simulation;

17.3.9 (at the Licensee's cost) provide the Licensee with assistance in ensuring compliance with its obligations under Articles 32, 33, 34, 35 and 36 GDPR (concerning security of Processing, notification of personal data breach to the supervisory authority or Data Subject, data protection impact assessments and prior consultation with supervisory authorities);

17.3.10 immediately inform the Licensee if, in its opinion, an instruction violates GDPR or other European Union or Member State law and/or UK law, as applicable to XVR Simulation; and

17.3.11 inform the Licensee without delay after becoming aware of a Personal Data Breach affecting Personal Data Processed by XVR Simulation in the provision of services to the Licensee.

17.4 To the extent that XVR Simulation Processes Personal Data as a Processor on behalf of the Licensee, the Licensee acknowledges and agrees that XVR Simulation shall have general authorization to appoint sub-processors provided that XVR Simulation shall notify the Licensee of any intended changes concerning the addition or replacement of other processors, thereby giving the Licensee an opportunity to object to such changes and if the Licensee objects to such change or replacement, the parties will negotiate in good faith to reach a mutually satisfactory solution. If parties cannot reach such solution, XVR Simulation has the right, in its sole discretion, to continue to provide the services to the Licensee without using the new sub-processor or to wholly or partly terminate the contract with the Licensee.

17.5 The details of Processing activities carried out by XVR Simulation where it acts as a Processor are set out below.

17.5.1 Subject matter, nature and purposes for Processing: To provide the EXPO service which is a Saas service.

17.5.2 Type of Personal Data: Email addresses.

17.5.3 Categories of Data Subject: Staff of the Licensee.

17.5.4 Duration of processing: For the duration of the EXPO service or as otherwise agreed between the parties.

18. Force Majeure

18.1 XVR Simulation will not be required to perform any of its obligations under the Agreement if XVR Simulation is prevented from doing so by a circumstance of force majeure.

18.2 In these Terms and Conditions, force majeure shall mean all external causes, whether foreseen or unforeseen, beyond the control of XVR Simulation, which render XVR Simulation unable to perform its obligations under the Agreement. This includes (without limitation) staff illness, delay in travel or transportation, strikes at the business of XVR Simulation or that of third parties, power failure, pandemics, disruption of internet service, disruption of software (services) required for the continuation of the XVR Simulation Software and/or an external server and cyber-attack. XVR Simulation is also entitled to invoke force majeure if the circumstance hindering (further) performance of the Agreement commences after XVR Simulation should have fulfilled its obligation.

18.3 XVR Simulation is not be obliged to perform any of its obligations under the Agreement for as long as the force majeure circumstance continues. If this period continues for more than two months, XVR Simulation is entitled to terminate (in Dutch: opzeggen of ontbinden) the Agreement without any obligation to pay damages to the Other Party.

18.4 To the extent that, at the time the force majeure circumstance commenced, XVR Simulation has already partly performed its obligations under the Agreement or is able to perform the same, and the part performed or to be performed has independent value, XVR Simulation will be entitled to invoice separately for the part already performed or to be performed.

19. Applicable law and competent court

19.1 All legal relationships to which XVR Simulation is a party, these Terms and Conditions and all contractual and non-contractual obligations following therefrom and in connection therewith shall be governed exclusively by Dutch law with the exclusion of the rules of conflict of laws of Dutch international private law; this also applies if an obligation is performed entirely or partly abroad or if the party involved in the legal relationship is established there. The applicability of the Vienna Sales Convention is also explicitly excluded.

19.2 If a dispute arises between the parties, their first step must always be to consult with each other to try to resolve it.

19.3 If resolution is not achieved via the consultation referred to in 19.2, each party is entitled to have the dispute settled before the court. All disputes arising out or related to the Agreement and/or any agreement following from the Agreement or any (non-contractual) obligation in connection therewith shall be settled by the District Court of The Hague.

20. General

20.1 If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms.

20.2 This Agreement is written in English and translated into other languages for convenience. In the event of inconsistencies between the English language text and any translation, the English language text will prevail.

Signature of acknowledgement about XVR Simulation General Terms and Conditions.

Company Name: _____ Position: _____

Signature: _____ Date: _____