

# Terms of Delivery

## For Products, Services, Onboarding and Maintenance Work by Vuframe GmbH.

As of August 2022

**Vuframe** (represented by Vuframe GmbH, Hoppestrasse 5, 93049 Regensburg, Germany) develops digital and sustainable solutions and tools for events, sales, and marketing in internal and external use. The following terms and conditions govern the adoption, customization, and delivery of all Vuframe products to all customers. A "Customer" is the party that commissions Vuframe to deliver a Product.

### 1. Product and Services

Vuframe Products include Vuframe<sup>®</sup> Cloud Operations, Vuframe<sup>®</sup> Cloud, Vuframe<sup>®</sup> Studio Access, Aura 3D<sup>®</sup> Data Pipeline, Vuframe<sup>®</sup> Applications ("App"), and (if agreed) deliverables ("Services"), Support and Maintenance ("SLA"):

- A. App or SmartVu<sup>®</sup> ("App") is an application or application package delivered based on the requirements provided by the customer. The App is based on one or more Vuframe products and is customized according to the requirements that have been agreed with the customer in advance or are listed accordingly in the offer. The delivery is done via the web based Vuframe delivery system.
- B. Services: Vuframe grants Customer access to one of Vuframe's web-based applications for a term specified in the Quote and previously agreed upon. Vuframe is responsible for reliable access to the web-based applications.
- C. Maintenance: Vuframe maintains all delivered apps or services over a term defined in advance with the customer or agreed in the offer.

### 2. Scope of Services

- A. The nature and scope of the products and services to be delivered to the customer are explained in Vuframe's written offer, quotation, or proposal. The offer, quotation, or proposal is prepared by Vuframe based on functional and technical specifications provided by the customer. These specifications must be complete and accurate.
- B. Should the customer require additional products or changes to the existing scope of services, these must be listed in a new offer, quotation, or proposal, which in turn must be signed by the customer in order to commission Vuframe for the new or changed scope of services.
- C. Vuframe will not deliver any ordered or agreed services or products if permits from government

agencies are missing or withdrawn, e.g. permits for drone flights. Vuframe cannot be held responsible for any damage caused by the failure to deliver such ordered product or service. Vuframe will cancel all affected products and services.

- D. Requirements: The offer, quote, or proposal lists all requirements that the customer must meet to enable Vuframe to deliver the agreed scope of services. The requirements may include deadlines. Vuframe is not obligated to deliver the ordered scope of services if the agreed requirements are not submitted to Vuframe by the customer in due time.
- E. Milestones, Delivery Dates: Milestones and delivery dates will be determined by Vuframe after the order is placed. In the event of a delay on the part of the customer in meeting the requirements, Vuframe reserves the right to change milestones and delivery dates.

### 3. Provision of Software

- A. Vuframe will initiate provision of software upon receiving an order for the products and services described in the Proposal.
- B. The provision of software does not include the preparation for the release and publication of the apps and services or related marketing activities, which includes the creation of specific texts and graphic items for use for the App Store.

### 4. Delivery

- A. Products and services ("Deliverables") are delivered to the Customer digitally via download links in a delivery note in PDF format.
- B. Publication in public App Stores: The Customer will be the legal partner of the respective App Store in which the Apps will be published. Vuframe will make necessary agreements with the App Store operator. The customer agrees to indemnify Vuframe for all costs incurred in connection with the publication of the Apps in the App Store. Vuframe will inform the customer in advance of such costs and await the customer's approval before invoicing them.
- C. All deliverables that are not intended for the public App Store will be published in a framework agreed with the customer.
- D. The customer undertakes to review and approve all delivered items provided by Vuframe in writing (by e-mail) within 10 working days ("review period"). If the

customer does not consider it possible to approve the delivered product(s), the customer is obligated to send a detailed list of issues to Vuframe. This should include additions, changes, removal of elements or content, bug fixes or open points that need to be clarified to enable the approval by the customer. If the review period expires without written approval or sending of the list of open issues, the product or service is considered approved and the delivery of all further products. Vuframe is allowed to suspend the delivery of subsequent services ordered by the customer in this case.

## 5. Support & Maintenance

- A. Depending on the scope of services of the Order, Vuframe Products include Mobile Application compatible with Google Android or with Apple iOS devices (and software) - hereinafter referred to as "Target Platforms". As these devices and software are continuously updated by their respective providers, each Vuframe App requires ongoing updates and upgrades to ensure compatibility. Vuframe provides comprehensive support and maintenance services to ensure that the Apps work continuously on all agreed and/or new devices.
- B. Vuframe reserves a period of 3 months to ensure compatibility after the release of a new device or software by the Target platform provider.

## 6. Terms of Payment

- A. Invoices will be issued by Vuframe based on the signed offer, quotations, or proposals. All other additional costs will be agreed with the customer before they are invoiced.
- B. Vuframe reserves the right, for justified reasons and in view of the customer's interests, to demand advance payments of a reasonable amount.
- C. Invoices are due and payable in the time frame specified on the invoice. The payment period is valid from the date of the invoice.
- D. Payment to Vuframe is made by bank transfer.
- E. Discounts must be noted in the offer, quotation, or proposal. The invoice amount is to be transferred in full, deductions from the customer side (discount, or similar) are not allowed.
- F. In the event of a delay in payment, production will be suspended until payment is received. A delay in payment may have a negative effect on the agreed delivery times.
- G. In case of non-payment, Vuframe reserves the right to terminate the contract without refund. Legal obligations will be enforced for the consequences of non-payment.
- H. Vuframe does not issue refunds for apps or services delivered.

## 7. External suppliers, Service providers

- A. Vuframe reserves the right to engage third party suppliers ("Supplier") if this proves necessary within the scope of services.
- B. The Supplier shall not subcontract the execution of the Contract without the written consent of Vuframe.
- C. Vuframe undertakes to seek the appointment of a *local* supplier for production. Vuframe further undertakes to order confidentiality for these third parties.

## 8. Licensing and Intellectual Property

- A. The customer retains all ownership rights of the content delivered to Vuframe. Vuframe will not make any claim to the customer's ownership rights.
- B. Vuframe will not disclose or make available any source code of products.
- C. Vuframe (and our licensors) shall remain the sole owner of all right, title, and interest in and to the Services and Apps. Vuframe reserves all rights not expressly granted by the terms of this document.

## 9. Advertising Release

Vuframe GmbH receives the right to use the client's logo when naming references in digital and print media, as well as to use the project for marketing purposes. Data protection relevant contents and personal data are excluded from the release.

## 10. Use of Products and Services

Unless otherwise specified, each App or Service delivered to the Customer includes a specified number of Downloads and a specified number of Permitted Users or Permitted End Devices. Access to the App or Service will be agreed by Vuframe with the Customer for the period of support and maintenance. The customer is responsible for limiting access to the app or service to end users (duty of care).

## 11. Improper Use

It is not allowed to use Vuframe products as follows:

- A. Copying, modifying, hosting, sublicensing or reselling the Products;
- B. Interfere or attempt to interfere with the Services other than through the user interfaces provided and authorized by Vuframe;
- C. Share content or behave in a manner that violates intellectual property law - "intellectual property law" here means copyright, moral right, trademark, trade dress, patents, trade secrets, distortion of competition, right of privacy, right of publicity, and other property rights;

- D. Reverse engineering, disassembling, hacking or cracking products;
- E. Attempting to disable, interfere with, destroy, or otherwise gain access to the source code of the Products;
- F. Violate applicable law.

### 12 Disclaimer, Liability

- A. Vuframe is generally only liable for intent and gross negligence also for vicarious agents. In addition, Vuframe is also liable for slight negligence in the event of injury to life, limb, and health, as well as the breach of essential contractual obligations. Essential contractual obligations are those whose observance makes the fulfillment of the contract possible in the first place. Except in the case of intent, liability is limited to the typical, foreseeable damage and excluded for indirect and/or consequential damages. In all other cases there is no liability.

### 13. Force Majeure

Vuframe shall not be liable for non-performance, except against payment obligations, which are exclusively due to force majeure:

- 1. Deaths;
  - 2. Natural disasters (for example, fires, explosions, earthquakes, etc.),
  - 3. Delays in the delivery of materials,
  - 4. Embargoes,
  - 5. official orders,
  - 6. Activities of civil or military authorities,
  - 7. Carrier activities, emergency situations (including weather conditions) incompatible with safety or good quality and workmanship,
  - 8. pandemics, epidemics, or other infectious events in which the provision of services is not possible or only possible to a limited extent due to government measures, or
  - 9. other similar unforeseeable situations that impair or render impossible the provision of services by Vuframe.
- D. In the event of a Force Majeure situation, the party aggrieved by the other party's inability to perform may consider the following remedies: (a) terminating this Agreement in whole or in part; or (b) suspending this Agreement in whole or in part for the period of the Force Majeure. Vuframe will cooperate and provide reasonable assistance to the aggrieved party to minimize the effects of the Force Majeure. This may include, if necessary, hiring a substitute service.

### 14. Termination, Automatic Renewal

- A. Ordered monthly services are automatically extended by 12 months each unless the customer cancels the ordered service in writing 30 days before the end of the service period. The day on which the cancellation is received by Vuframe counts.
- B. Vuframe is authorized to terminate the agreement without notice after a reasonable period of time, without the customer having raised grievances on its part, if the customer fails to comply with the listed obligations related to the following items:
  - 1. If the communicated information or specifications are incomplete, inappropriate or incomplete (missing material).
  - 2. When incurred change requests cause additional effort not included in the budget and not borne by the customer.
- C. The customer agrees to reimburse any costs incurred or already indexed on the part of Vuframe as a result of the termination. The partial services specified in the agreement can be continued until the official contractual termination. These partial services must be accepted and paid by the customer.

### 15. Jurisdiction

- A. The law of the Federal Republic of Germany shall apply; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- B. Unless otherwise specified in the Vuframe offer, Vuframe's place of business shall be the place of performance and jurisdiction.