

General Terms and Conditions

NEED immersive reality GmbH, Joanneumring 7/7, 8010 Graz, Austria

These General Terms and Conditions apply exclusively to entrepreneurs within the meaning of § 1 of the Austrian Consumer Protection Act (KSchG) (B2B). They are not directed at consumers.

This is a non-binding English translation for convenience. In the event of any discrepancy, the German version shall prevail.

1. Scope, Conclusion of Contract

1.1 NEED immersive reality GmbH (hereinafter “NEED”) renders its services exclusively on the basis of the following General Terms and Conditions (GTC). These apply to all legal relationships between NEED and the customer, even if no express reference is made to them. The GTC apply exclusively to entrepreneurs; the conclusion of contracts with consumers is not intended.

1.2 The version of the GTC in effect at the time of conclusion of the contract shall be decisive; for a contract that has already been concluded, the version in effect at the time of its conclusion applies. Deviations from these GTC as well as other supplementary agreements with the customer are only valid if confirmed by NEED in writing. Amendments and/or extensions of these GTC are published at the domain <https://xr-need.com/agb> and apply to new contracts from their publication. In the case of continuing obligations (e.g. framework agreements or ongoing license/subscription contracts), amended GTC shall be deemed agreed if NEED expressly notifies the customer (entrepreneur) of the amendment and of the significance of his silence and the customer does not object to the amendment in writing within 14 days; if the customer objects in time, the continuing obligation shall continue on the previous terms. A unilateral subsequent amendment of individual contracts already concluded is excluded.

1.3 Any terms and conditions of the customer are not accepted, even if known, unless expressly agreed otherwise in writing in an individual case. NEED expressly objects to the customer’s terms and conditions. No further objection by NEED to the customer’s terms and conditions is required.

1.4 The offers of NEED are subject to change and non-binding.

1.5 All orders and agreements are only legally binding if confirmed by NEED in writing or if NEED has commenced actual performance.

1.6 Insofar as NEED provides the customer with standard software or software licenses (e.g. Meshloader XR), the respective End User License Agreement (EULA) or the separate license terms shall apply with priority. These GTC shall apply to such licenses only on a supplementary basis, insofar as the EULA does not contain a deviating provision; in the event of any conflict, the respective EULA shall prevail.

2. Concept and Idea Protection

If the potential customer has invited NEED in advance to prepare a concept, and NEED complies with this invitation prior to the conclusion of the main contract, the following provisions shall apply:

2.1 Through the invitation and its acceptance by NEED, the potential customer and NEED enter into a contractual relationship (“Pitching Contract”). These GTC also form the basis of this contract.

2.2 The potential customer acknowledges that NEED already renders cost-intensive preliminary services in preparing the concept, even though the customer has not yet assumed any obligations to perform.

2.3 In its linguistic and graphic parts, insofar as these reach the level of originality required for protection, the concept is subject to the protection of the Copyright Act. Use and adaptation of these parts without the consent of NEED is already prohibited to the potential customer under copyright law.

2.4 Beyond this, the concept contains advertising-relevant ideas that do not reach the level of originality and therefore do not enjoy the protection of the Copyright Act. These ideas stand at the beginning of every creative process and may be regarded as the spark igniting everything subsequently produced and thus as the origin of a marketing strategy. Therefore, those elements of the concept are protected which are unique and give the marketing strategy its characteristic character. Ideas within the meaning of this agreement include, in particular, advertising slogans, advertising texts, virtual reality concepts, graphics and illustrations, advertising media, etc., even if they do not reach the level of originality.

2.5 The potential customer undertakes to refrain from economically exploiting or using, or having exploited or used, the creative advertising ideas and virtual reality concepts pursuant to point 2.4 presented by NEED within the concept, outside the framework of a main contract to be concluded later.

2.6 If the potential customer is of the opinion that NEED presented ideas to him which he had already conceived prior to the presentation, he must notify NEED of this within 14 days after the day of the presentation by email, stating evidence that permits a chronological classification.

2.7 Otherwise, the contracting parties assume that NEED presented the potential customer with an idea that was new to him. If the idea is used by the customer, it shall be assumed that NEED was meritorious in this respect.

2.8 The potential customer may release himself from his obligations under point 2.5 by paying reasonable compensation plus 20% value-added tax. The amount of the compensation is determined by the market-standard fee for the economic exploitation of comparable concepts or ideas; in the absence of other indications, the market-standard fee for the preparation of the concept shall apply as the lower limit. The release takes effect only upon full receipt of the compensation payment by NEED.

2.9 Offers, concepts, calculations, technical descriptions, responses to specifications (Lastenheft) and other documents prepared in connection with tenders or procurement procedures shall remain – irrespective of whether they are protected by copyright – the intellectual property of NEED. They are provided solely for the purpose of evaluating the offer in the respective procedure and may not, without award of the contract to NEED, be used, reproduced, passed on to third parties or used to commission third parties.

3. Scope of Services, Order Processing and Customer's Duties to Cooperate

3.1 The scope of the services to be rendered results exclusively from the description of services in the offer or any order confirmation by NEED. Within the predefined framework, NEED has freedom of design in performing the order.

3.2 All services of NEED (in particular all preliminary drafts, sketches, final artwork, brush proofs, blueprints, copies, color prints and electronic files, PowerPoints, virtual reality prototypes) are to be reviewed by the customer and released by him within three working days of receipt. If not released in time, they shall be deemed approved by the customer.

3.3 The customer shall provide NEED in a timely and complete manner with all information and documents required for rendering the service. He shall inform NEED of all circumstances relevant to the performance of the order, even if these become known only during performance. The customer bears the expense arising from work having to be repeated or delayed by NEED as a result of his incorrect, incomplete or subsequently changed information.

3.4 The customer is further obliged to check the documents made available for the performance of the order (photos, logos, 3D models, textures, CAD data, sounds, etc.) for any copyright, trademark, identification rights or other rights of third parties (rights clearing) and warrants that the documents are free of third-party rights and can therefore be used for the intended purpose. In the case of negligence or after fulfillment of its duty to warn, NEED shall not be liable – at least in the internal relationship with the customer – for any infringement of such third-party rights by documents made available. If NEED is held liable by a third party for such an infringement, the customer shall indemnify and hold NEED harmless irrespective of fault; he shall compensate NEED for all disadvantages arising from claims by third parties, in particular the costs of reasonable legal representation. The customer undertakes to support NEED in defending against any third-party claims. The customer shall provide NEED with all documents for this purpose without being requested to do so. This also applies to content, images, texts, audio or video data generated or edited by AI systems that the customer provides; in this respect too, the customer warrants that their use does not infringe any third-party rights and does not contravene any statutory restrictions.

3.5 Additional services that are not part of a written order and are not covered by the agreed fee will be charged according to the hourly rates of NEED applicable at the time of performance, based on time and effort. This applies in particular to all ancillary services of NEED, such as the adoption of content (above all texts and images, 3D models, sounds) from existing websites.

3.6 For more extensive XR productions or projects, acceptance – if agreed – takes place according to milestones or partial services. NEED makes the respective (partial) service available for acceptance; the customer must review it within three working days and accept it in writing or object to it, specifically designating material defects. If no timely response is given or if the customer puts the service into use, the (partial) service shall be deemed accepted. Minor defects that do not materially impair the contractual use do not entitle the customer to refuse acceptance; their remedy takes place within the scope of the warranty.

3.7 Change and extension requests by the customer after release of a description of services, a specification (Lastenheft) or a (partial) service (change requests), such as the subsequent change of menus, the replacement of avatars or assets, or the addition of further functions (e.g. multiplayer), constitute additional

services and will be remunerated separately based on time and effort at the hourly rates of NEED applicable at the time of performance. They may affect agreed deadlines; the deadlines shall be extended accordingly.

4. External Services / Commissioning of Third Parties

4.1 NEED is entitled, at its own discretion, to perform the service itself, to use qualified third parties as vicarious agents in rendering the contractual services, and/or to substitute such services ("External Service").

4.2 The commissioning of third parties within the scope of an external service is carried out either in NEED's own name or in the name of the customer. NEED will select such third parties carefully and ensure that they have the required professional qualifications.

4.3 Insofar as NEED commissions necessary or agreed external services, the respective contractors are not vicarious agents of NEED; rather, the commissioning is carried out in the name of the customer.

4.4 The customer shall in any case assume obligations towards third parties that extend beyond the term of the contract. This applies expressly also in the event of termination of the contract with NEED for good cause.

5. Deadlines

5.1 Stated delivery or performance deadlines are, unless expressly agreed as binding, only approximate and non-binding. Binding deadline arrangements must be recorded in writing or confirmed by NEED in writing.

5.2 If the delivery/performance of NEED is delayed for reasons for which NEED is not responsible, such as events of force majeure and other unforeseeable events that cannot be averted by reasonable means, the performance obligations are suspended for the duration and to the extent of the impediment, and the deadlines are extended accordingly. If such delays last more than two months, both the customer and NEED are entitled to withdraw from the contract.

5.3 If NEED is in default, the customer may withdraw from the contract only after having set NEED a reasonable grace period of at least 14 days in writing and this period has elapsed without result. Claims for damages by the customer due to non-performance or default are excluded, except upon proof of intent or gross negligence.

6. Premature Termination

6.1 NEED is entitled to terminate the contract for good cause with immediate effect. Good cause exists in particular if

- a) performance of the service becomes impossible for reasons for which the customer is responsible, or continues to be delayed despite the setting of a grace period of 14 days;
- b) the customer, despite a written warning with a grace period of 14 days, continues to breach material obligations under this contract, such as payment of an amount due or duties to cooperate;
- c) there are legitimate concerns regarding the customer's creditworthiness and the customer, at NEED's request, neither makes advance payments nor provides suitable security prior to performance by NEED.

6.2 The customer is entitled to terminate the contract for good cause without setting a grace period. Good cause exists in particular if NEED, despite a written warning with a reasonable grace period of at least 14 days to remedy the breach of contract, continues to breach material provisions of this contract.

7. Fee

7.1 Unless otherwise agreed, NEED's claim to a fee for each individual service arises as soon as that service has been rendered. NEED is entitled to demand advances to cover its expenses. NEED is entitled to prepare interim invoices or advance invoices or to call up payments on account.

7.2 The fee is understood as a net fee plus value-added tax at the statutory rate. In the absence of an agreement in the individual case, NEED is entitled to a fee at the market-standard rate for the services rendered and for the transfer of the copyright and identification-right usage rights.

7.3 All services of NEED that are not expressly covered by the agreed fee will be remunerated separately. All cash expenses incurred by NEED are to be reimbursed by the customer.

7.4 Cost estimates of NEED are non-binding. If it becomes foreseeable that the actual (total) fee estimated by NEED in writing will be exceeded by more than 15%, NEED will notify the customer of the higher costs. The cost overrun shall be deemed approved by the customer if the customer does not object in writing within

three working days of this notice and at the same time states more cost-effective alternatives. In the case of a cost overrun of up to 15%, separate notification is not required. Such a cost estimate overrun shall be deemed approved by the customer from the outset.

7.5 For all work by NEED that, for whatever reason, is not brought to execution by the customer, NEED is entitled to the agreed remuneration. The set-off provision of § 1168 of the Austrian Civil Code (ABGB) is excluded. By paying the remuneration, the customer acquires no usage rights to work already rendered; rather, concepts, drafts and other documents not executed are to be returned to NEED without delay.

7.6 Price changes that are outside NEED's sphere of influence, such as price changes by subcontractors, suppliers, changes in law, exchange-rate fluctuations, material-cost adjustments, but which have an effect on the services rendered by NEED, entitle NEED to adjust the fee accordingly.

8. Payment, Retention of Title

8.1 The fee is due for payment immediately upon receipt of the invoice and without deduction, unless special payment terms are agreed in writing in an individual case. This also applies to the on-charging of all cash expenses and other expenditures. The goods delivered by NEED remain the property of NEED until full payment of the remuneration including all ancillary liabilities. In this respect, see also point 9.1.

8.2 In the event of the customer's default in payment, the statutory default interest at the rate applicable to business transactions shall apply. Furthermore, in the event of default in payment, the customer undertakes to reimburse NEED for the dunning and collection costs incurred, insofar as they are necessary for appropriate legal action. This includes in any case the costs of a dunning letter at the market-standard rate as well as a dunning letter of a lawyer instructed with the collection. The assertion of further rights and claims remains unaffected.

8.3 In the event of the customer's default in payment, NEED may immediately call due all services and partial services rendered within the scope of other contracts concluded with the customer.

8.4 Furthermore, NEED is not obliged to render further services until the outstanding amount has been settled (right of retention). The obligation to pay the remuneration remains unaffected.

8.5 If payment in installments has been agreed, NEED reserves the right, in the event of non-timely payment of partial amounts or ancillary claims, to demand immediate payment of the entire outstanding debt (loss of term).

8.6 The customer is not entitled to set off his own claims against claims of NEED, unless the customer's claim has been acknowledged by NEED in writing or established by a court.

9. Property Right and Copyright

9.1 All services of NEED, including those from presentations (e.g. suggestions, ideas, sketches, preliminary drafts, scribbles, final artwork, concepts, prototypes from programming and virtual reality prototypes), including individual parts thereof, remain – like the individual work pieces and original drafts – the property of NEED and may be reclaimed by NEED at any time, in particular upon termination of the contractual relationship. By paying the fee, the customer acquires the right to use the work for the agreed purpose. The geographic scope of use results from the offer or the order confirmation; in the absence of a separate agreement, use is permitted worldwide. The acquisition of usage and exploitation rights to services of NEED requires, in any case, full payment of the fees invoiced by NEED for them. If the customer uses the services of NEED before that point in time, such use is based on a loan relationship revocable at any time.

9.2 Modifications or adaptations of services of NEED (e.g. source codes, graphics, project files, etc.), in particular their further development by the customer or by third parties acting for him, are only permitted with the express consent of NEED and – insofar as the services are protected by copyright – of the author.

9.3 Unless expressly agreed otherwise in writing, the customer has no claim to the surrender of source code, project files, build pipelines, development tools, Unreal Engine project files, blueprints, plug-ins, libraries, data carriers or other files containing creator code (e.g. Photoshop PSD, HTML, program code) or development documents. The handover of such materials, as well as the granting of associated editing rights, requires a separate written agreement and is to be remunerated separately.

9.4 For any use of services of NEED that goes beyond the originally agreed purpose and scope of use, the consent of NEED is required – irrespective of whether such service is protected by copyright. NEED and the author are entitled to separate reasonable remuneration for this.

9.5 For the use of services of NEED or of advertising media for which NEED has developed conceptual or design templates, the consent of NEED is likewise required after expiry of the contract – irrespective of whether such service is protected by copyright or not.

9.6 The customer is liable to NEED for any unlawful use in twice the amount of the fee appropriate for such use.

9.7 Insofar as services created by NEED are created or delivered using the Unreal® Engine, the use of the Unreal Engine components contained therein is additionally subject to the applicable End User License Agreement of Epic Games (Unreal® Engine EULA). The customer undertakes to comply with it; Epic Games, Inc. is a third-party beneficiary in this respect. Unreal® is a registered trademark of Epic Games, Inc. If NEED uses open-source or other third-party components (e.g. Open Asset Import Library/Assimp), the respective license terms additionally apply; the relevant license and copyright notices are provided together with the service. The customer acknowledges that individual components may be subject to open-source or other third-party licenses; such license terms shall prevail over the provisions of this section with respect to the relevant component.

9.8 The customer is not entitled to circumvent, disable, remove or manipulate technical protection measures, license, copy-protection or activation mechanisms of the software (e.g. product- or license-server-based activation systems), or to have such acts carried out by third parties.

10. Identification

10.1 NEED is entitled to refer to NEED and, if applicable, to the author on all advertising media and in all advertising measures, without the customer being entitled to any remuneration for this.

10.2 Subject to the customer's written revocation possible at any time, NEED is entitled to refer to the existing or former business relationship with the customer by name and company logo on its own advertising media and, in particular, on its website (reference notice).

11. Availability and Response Time

NEED renders its services with due care, reliability and availability. However, NEED cannot guarantee that its services will be accessible without interruption, that the desired connections can always be established, or that stored data will be preserved under all circumstances. The customer is only entitled to a specific availability and response time if these have been separately agreed in writing (Service Level Agreement, SLA).

The customer remains responsible for the regular backup of his data. NEED is not liable for the loss of data insofar as such loss is based on the customer not having carried out an adequate data backup; statutory liability for intent and gross negligence remains unaffected.

In the case of cloud- or server-based services (e.g. SaaS, platform or XR online services), announced or reasonable maintenance windows, the installation of updates and any temporary unavailability resulting therefrom do not constitute a defect. NEED will, where possible, schedule plannable maintenance work during off-peak times and will inform the customer in advance where reasonable. A specific availability is owed only upon express written SLA agreement.

12. Warranty

12.1 The customer must report any defects without delay, in any case within eight days of delivery/performance by NEED, and hidden defects within eight days of their discovery, in writing and describing the defect; otherwise the service shall be deemed approved. In this case, the assertion of warranty and damage claims as well as the right to rescind for error on the basis of defects is excluded.

12.2 In the case of a justified and timely notice of defect, the customer is entitled to improvement or replacement of the delivery/service by NEED. NEED will remedy the defects within a reasonable period, whereby the customer enables NEED to take all measures necessary for examination and remedy of defects. NEED is entitled to refuse improvement of the service if this is impossible or involves disproportionately high expense for NEED. In this case, the customer is entitled to the statutory rights of rescission or price reduction. In the case of improvement, it is incumbent upon the customer to carry out the transmission of the defective (physical) item at his own expense.

12.3 It is also incumbent upon the customer to carry out the review of the service for its legal permissibility, in particular under competition, trademark, copyright and administrative law. NEED is only obliged to carry out a rough check of legal permissibility. In the case of negligence or after fulfillment of any duty to warn, NEED is not liable to the customer for the legal permissibility of content if such content was specified or approved by the customer.

12.4 The warranty period is six months from delivery/performance. The right of recourse against NEED pursuant to § 933b para. 1 ABGB lapses one year after delivery/performance. The customer is not entitled to withhold payments on account of defects. The presumption rule of § 924 ABGB is excluded.

13. Liability and Product Liability

13.1 In cases of slight negligence, any liability of NEED and that of its employees, contractors or other vicarious agents ("People") for property or financial damage of the customer is excluded, regardless of whether it concerns direct or indirect damage, lost profit or consequential damage caused by defects, damage due to delay, impossibility, positive breach of obligation, fault upon conclusion of contract, or due to defective or incomplete performance. The existence of gross negligence must be proven by the injured party. Insofar as the liability of NEED is excluded or limited, this also applies to the personal liability of the "People" of NEED.

13.2 Any liability of NEED for claims raised against the customer on the basis of the service rendered by NEED (e.g. advertising measure, virtual reality applications) is expressly excluded if NEED has complied with its duty to give notice or if such a duty was not recognizable for NEED, whereby negligence does no harm. In particular, NEED is not liable for litigation costs, the customer's own legal fees or costs of publication of judgments, nor for any claims for damages or other claims of third parties; the customer shall indemnify and hold NEED harmless in this respect.

13.3 Claims for damages by the customer lapse within six months of knowledge of the damage; in any case, however, after three years from the act of infringement by NEED. Claims for damages are limited in amount to the net order value.

13.4 The foregoing limitations and exclusions of liability do not apply to any liability that cannot be excluded or limited under mandatory law. In particular, liability for intent and gross negligence, for damage arising from injury to life, body or health, as well as mandatory liability under the Austrian Product Liability Act (PHG), remains unaffected.

13.5 If NEED uses third-party software, components or modules to realize customer projects (e.g. content management systems, open-source software, game engines such as the Unreal® Engine, libraries), the customer acknowledges that the copyright and usage rights thereto remain with the respective rights holders and are governed by the respective (open-source or manufacturer) license terms. NEED has no influence on the development status and update cycles of such third-party software; any security vulnerabilities arising therein lie outside NEED's area of responsibility.

13.6 If NEED supplies or arranges third-party hardware (e.g. VR/XR headsets such as Meta Quest, PCs, touchscreens, projectors, tracking systems), the warranty and guarantee terms of the respective manufacturers apply to such hardware. NEED is not liable for failures, malfunctions or incompatibilities of third-party hardware, operating systems, firmware or platform services (e.g. store, account or cloud services), nor for their modification or discontinuation by the respective provider. Necessary adaptations as a result of such changes will be charged separately.

14. Search Engine Optimization (SEO)

As part of rendering its services, NEED registers websites with all search services corresponding to the order. The search services do not guarantee that the registered websites will actually be included and listed in the desired form. NEED therefore gives no guarantee of success, listing or (consistent) position in search engines and assumes no liability or guarantee in the event of any sanctions by search engines, such as blocking, non-inclusion or non-ranking of a website.

15. Social Media Channels

Prior to placing the order, NEED expressly points out to the customer that the providers of "social media channels" (e.g. Facebook, hereinafter: providers) reserve the right in their terms of use to reject or remove advertisements and presences for any reason. The providers are accordingly not obliged to forward content and information to users. There is therefore a risk, not calculable by NEED, that advertisements and presences will be removed without cause. In the event of a complaint by another user, the providers do grant the possibility of a counter-statement, but in this case too an immediate removal of the content takes place. The restoration of the original, lawful state may take some time in this case.

NEED works on the basis of these terms of use of the providers, over which it has no influence, and also bases an order of the customer on them. By placing the order, the customer expressly acknowledges that these terms of use (co-)determine the rights and obligations of any contractual relationship. NEED intends to

carry out the customer's order to the best of its knowledge and belief and to comply with the guidelines of "social media channels."

Due to the currently valid terms of use and the simple possibility for any user to allege infringements and thus achieve removal of the content, NEED cannot, however, vouch for the commissioned campaign being accessible at all times.

16. Hosting and Domain Registration

16.1 In the area of renting web space, NEED acts merely as a reseller/intermediary between the customer and the hosting provider and, in this connection, relies on the terms and conditions of the hosting provider. The availability of the web space lies exclusively within the sphere of influence of the intermediated hosting provider. Any liability of NEED in this area is excluded.

16.2 NEED arranges and reserves the requested domain in the name and for the account of the customer, provided the desired domain has not yet been allocated. However, NEED gives no guarantee that the desired domain is actually available and is not obliged to check the permissibility of the domain, for example with regard to trademark or naming law. The customer declares that he complies with the relevant statutory provisions and, in particular, does not infringe anyone's (identification) rights, and that he will indemnify and hold NEED harmless irrespective of fault with regard to third-party claims.

17. Apps and XR Applications

The creation of apps is carried out in accordance with the terms and conditions of the app store specified by the customer as the sales platform (App Store iOS, Google Play Store, Windows Phone Store, etc.) current at the time of the order confirmation. NEED has no influence on changes to the terms and conditions of the app stores. Changes may result in an app no longer being offered in the app store at all or not in its original form. NEED is therefore not liable for damage arising from an app not being able to be offered on one or more sales platforms. Necessary adaptations of the app will be charged separately. Virtual reality applications are delivered in the form of an .exe file and programmed for the current state of the Windows version; update changes will be charged separately.

18. Confidentiality and Data Protection

18.1 NEED will treat all information and documents coming to its knowledge in the course of cooperation with the customer that are not intended for disclosure to third parties as strictly confidential. It will oblige employees and third parties who receive such information or documents for the performance of work under this contract to the same confidentiality. This does not apply insofar as (1) NEED is legally obliged to disclose such data to third parties, in particular state authorities, and insofar as (2) internationally recognized technical standards provide for this and the customer does not object. The confidentiality obligation applies beyond the term of this contract.

18.2 NEED processes personal data of the customer or his contact persons (in particular name/company, function, commercial register number, powers of representation, contact person, business address and other addresses, telephone and fax number, email address, bank details, VAT number) for the purpose of contract initiation, contract performance and customer support. The legal basis is the performance of the contract or pre-contractual measures (Art. 6(1)(b) GDPR) as well as NEED's legitimate interest in proper business processing (Art. 6(1)(f) GDPR). Further information, in particular on storage period and data subject rights (access, rectification, erasure, restriction, data portability, objection, complaint to the data protection authority), is contained in NEED's separate privacy policy.

18.3 If NEED processes personal data on behalf of the customer within the scope of an order (processing on behalf), the parties shall conclude a separate agreement pursuant to Art. 28 GDPR.

18.4 The sending of electronic advertising (e.g. newsletters, offers) takes place only on the basis of a separate, express consent of the customer or within the legally permissible framework (§ 174 of the Austrian Telecommunications Act 2021). Any consent given may be revoked at any time with effect for the future in writing (email, fax or letter) to the known contact details of NEED. The reference notice pursuant to point 10.2 remains unaffected.

19. Applicable Law

The contract and all mutual rights and obligations as well as claims derived therefrom between NEED and the customer are subject to Austrian substantive law, excluding its conflict-of-laws rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

20. Severability Clause

The nullity or invalidity of individual provisions of these GTC does not affect the validity of the remaining provisions. In this case, those provisions shall be deemed agreed which are legally effective and come closest to the purpose of the void or invalid provisions, provided they nevertheless correspond to the original intention of the contracting parties. The same applies in the event of a contractual gap.

21. Place of Performance and Jurisdiction

21.1 The place of performance is the registered office of NEED. In the case of dispatch, the risk passes to the customer as soon as NEED has handed over the goods to the transport company chosen by it.

21.2 The court having subject-matter jurisdiction for the registered office of NEED is agreed as the place of jurisdiction for all legal disputes arising between NEED and the customer in connection with this contractual relationship. Notwithstanding this, NEED is entitled to sue the customer at his general place of jurisdiction.

21.3 Insofar as designations referring to natural persons are stated in this contract only in the masculine form, they refer equally to women and men. When applying the designation to specific natural persons, the respective gender-specific form is to be used.

Graz, may 2026

NEED immersive reality GmbH

Joanneumring 7/7, A-8010 Graz, Austria

Managing Director: Mag. Rainer Edler

Commercial register number: FN 623827 v

Commercial register court: Regional Court for Civil Matters Graz
(Landesgericht für Zivilrechtssachen Graz)