VIVERSE FOR BUSINESS

END USER LICENSE AGREEMENT AND TERMS OF USE

Last updated: March 30, 2026

PLEASE READ THIS AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. BY DOWNLOADING, INSTALLING, OR USING THE SERVICES OR APPLICATION, YOU AGREE TOBE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE (A) DO NOTINSTALL OR USE THE SERVICES OR APPLICATION; AND (B) DELETE OR DISABLE ANY DOWNLOADED COPY OF THEAPPLICATION IN YOUR POSSESSION OR CONTROL.

These End User License Agreement and Terms of Use ("Agreement") is a legal agreement between VIVERSE LIMITED and/or one or more of its affiliates (collectively, "VIVERSE") and You (an individual or entity) that governs Your access and use of the Services and Application. This Agreement is effective on the date You click to accept or when You begin use of the Services or Application, whichever event occurs first. You represent that You are lawfully able and have full legal authority to enter into this Agreement (e.g. are competent and of legal age and have full legal authority to bind the entity or company You represent). Your continued access to or use of the Services or Application following the posting of revised terms means that You accept and agree to any revised terms.

1. SERVICES AND APPLICATION; ADDITIONAL TERMS.

a) The term "Application" means the VIVERSE FOR BUSINESS application, including all associated media, printed or electronic documentation, content, and functionality, all updates and support (if any), and the Services described in Section 2(ii). The Application is a VR meeting application and service available for download on one or more VIVERSE platforms (as well as third-party platforms selected by VIVERSE from time to time). When You participate in a VR meeting, the Application collects and stores certain personal information from your HTC Account (e.g., name, email address), as well as the optional Application avatar linked with your HTC profile (if any). The Application may infer Your city level location based on your IP address. The Application offers the ability to upload meeting files and media (such as screenshots) to Your personal cloud storage on VIVERSE FOR BUSINESS. To enable the proper functioning of VR meetings, the Application temporarily stores meeting files and media until the expiration of the applicable meeting session. All data collection and use will be in accordance with the HTC Privacy Policy.

b) Any additional terms provided to You in using the Application ("Additional Terms"), which may be amended from time to time, also govern your access and use of the Application. If there is a conflict between the terms in this Agreement and the Additional Terms, the terms in the Additional Terms will govern.

c) HTC Account, Password, and Security: You may be required to have a HTC Account or Single Sign-On ("SSO") account with third parties (e.g. Microsoft Azure). This is necessary to ensure access to certain functions in Services. You may not share any login credentials or passwords regarding the foregoing with any other individual. Your right to use or access the Services and Application is personal to you and not assignable or transferable. You may not assign or transfer Your HTC Account with any other individual, except upon VIVERSE's prior express written approval.

d) Membership Access and Responsibilities: For accessing full Services in VIVERSE FOR BUSINESS, including login with SSO, create and load meeting spaces, meeting invitation, management console… etc., an active enterprise membership ("Membership") is required. Membership can be obtained with paid licenses through VIVERSE FOR BUSINESS enterprise plans. HTC Account without Membership will have limited access and features. You are accountable for all activities conducted under Your account. Promptly report any unauthorized use or breaches to VIVERSE.

e) Use of Services: The Services encompass various features such as meeting sessions, personal cloud storage, meeting space, content streaming and more for You to upload or share contents ("Content"). You may require Membership or permission from users with Membership to upload or share Contents. You agree that You are responsible for activities of any users You invite, allow, direct, or enable to access the Services or Application ("Invited Users"). You acknowledge that You remain liable for the acts and omissions of any Invited Users, whether or not such access was expressly permitted by VIVERSE. VIVERSE doesn't monitor Services but can remove Content. VIVERSE assumes no responsibility or liability for violations of this Agreement by You or Invited Users. If You become aware of any violation of this Agreement in connection with use of the Services or Application by any person, You must contact VIVERSE at https://service.viverse.com/hc/en-us/articles/19417267815053-Contact-us VIVERSE may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting the Services or Application, removing the applicable content, terminating accounts, or taking other reasonable actions in its sole discretion.

2. LICENSE GRANT. During the term of this Agreement and conditioned upon Your full compliance with all the terms and conditions of this Agreement, VIVERSE grants to You: (i) a limited, personal, non-sublicensable, non-transferable, non-exclusive, license to install and use Application only in object code form on Your compatible computer that meets Application system requirements only for the Permitted Uses; (ii) access to and rights to use the services made available by VIVERSE via the Application ("Services"); and (iii) for a Commercial Purpose but only if You have the Membership with the requisite commercial licenses. "Permitted Uses" means use of the Application for its intended purpose in accordance with the terms herein for Your own personal, non-commercial use (except if you are Trial user, in which case you may use the Application during a Trial for commercial purposes). "Commercial Purpose" means a purpose other than as authorized in the foregoing subsections (i) and (ii) that is undertaken for profit, monetary compensation, commercial advantage, or to help You produce commercial works or services.

3. LICENSE LIMITATIONS. The license granted in Section 2 is conditioned upon Your compliance with the following limitations. You are not permitted to:

a) work around any technical limitations in the Application or to use the Application in an attempt to, or in conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in the Application;

b) reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Application, except and only to the extent that applicable law expressly permits, despite this limitation;

c) modify or make any derivative works of the Application, in whole or in part;

d) remove any proprietary notices or labels on the Application or any copy thereof;

e) use the Application to infringe the rights of VIVERSE, its affiliates, or any third party or in any way that does not comply with all applicable laws;

f) publish, rent, lease, lend, or sublicense the Application; g) distribute, transfer, disclose or otherwise provide the Application to any third party;

h) use the Application in connection with a commercial purpose; or

i) make any use of the Application in any manner not permitted by this Agreement.

4. CONTENT. You are responsible for any of Your and Invited User's Content and to ensure that You have the ownership rights (copyright) or appropriate license rights to upload or share Content or any information in the Application. You agree that Content upload or share by You and Invited Users shall be accurate, lawful, and not in violation of the rights, including intellectual property rights, of third parties. To promote these objectives, VIVERSE provides a process for submission of complaints/takedown notifications regarding Content posted by users. Whether or not VIVERSE disable access to or remove Content, VIVERSE may make a good faith attempt to forward the written notification, including the complainant's contact information, to the user who posted the Content, and/or take other reasonable steps to notify the user that VIVERSE has received notice of an alleged violation of intellectual property rights or other content violation. It is also VIVERSE policy, in appropriate circumstances and in VIVERSE's discretion, to disable and/or terminate the accounts of users, or groups as the case may be, who infringe or repeatedly infringe the rights of others or otherwise post unlawful Content. You will not upload, post, transmit, transfer, distribute or facilitate distribution of any Content or otherwise use the service in a way that:

a) depicts nudity of any sort including full or partial human nudity or nudity in non-human forms such as cartoons, fantasy art or manga;

b) incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism or gratuitous violence;

c) misrepresents the source of anything you post or upload, including impersonation of another individual or entity or sends any altered, deceptive or false source-identifying information;

d) provides or creates links to external sites that violate this Agreement;

e) includes content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control such rights or have obtained necessary consents and releases;

f) is intended to harm or exploit minors in any way;

g) is designed to solicit, or collect personally identifiable information of any minor (anyone under 18 years old), including, but not limited to: name, email address, home address, phone number or the name of their school;

h) deletes, tampers with or revises any information, material or content posted by any other person or entity;

i) invades anyone's privacy by attempting to harvest, collect, store or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses or other contact information without their knowledge and willing consent;

j) is illegal or violates applicable local and national laws, including but not limited to child pornography, bestiality, incest, illegal drugs, software piracy and harassment;

k) threatens, stalks, defames, defrauds, degrades, victimizes or intimidates an individual or group of individuals for any reason; including without limitation, on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion, or incites or encourages anyone else to do so;

l) harms or disrupts, or intends to harm or disrupt, another user's computer or would allow you or others to illegally access software or bypass security on Web sites or servers, including but not limited to, spamming or attempts to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;

m) takes any action which could impose a significant burden (as determined by VIVERSE) on the infrastructure of any VIVERSE services, such as excessively high volume data transfers or bandwidth consumption, excessively high storage, hosting of a web server, internet relay chat server, or any other server, and non-traditional end user activities;

n) sends or attempts to send unsolicited messages, including promotions or advertisements for products or services, "spam," "chain mail" or "junk mail";

o) accesses, tampers with or uses non-public areas of any service, computer system or any VIVERSE website, or causes damage to VIVERSE's business, reputation, employees, facilities, or to any person;

p) attempts to access, search, or extract data from any service or any VIVERSE website with any engine, software, tool, agent, robot, spider, scraper, device or mechanism other than the software or search agents provided by VIVERSE or other generally available third party web browsers;

q) "frames" any VIVERSE service or any VIVERSE website or otherwise makes it look as if you have a relationship with VIVERSE or that VIVERSE has endorsed you for any purpose; or

r) attempts to impersonate a VIVERSE employee, agent, manager, host, administrator, moderator, another user or any other person through any means.

You will not use any form of automated device or computer program that enables the submission of postings without the express written consent of VIVERSE.

5. RESERVATION OF RIGHTS AND OWNERSHIP. VIVERSE, its affiliates and its licensors and suppliers own the title, copyright, and other intellectual property rights in the Application (and all rights embodied therein) and reserve all rights not expressly granted to You in this Agreement. The Application is protected by copyright and other intellectual property laws and treaties. The Application may contain third-party software that is subject to open source or third-party license terms ("Third-Party Terms"). Your use of the Application is subject to any Third-Party Terms included with the Application. In the event of a conflict between this Agreement and any Third Party Terms, this Agreement will govern. VIVERSE, the VIVERSE logo and other VIVERSE product and service names referenced in the Application are the trademarks of VIVERSE and its affiliates. Any other company names, product names, service names and

logos referenced in connection with the Application may be the trademarks of their respective owners. Any open source software is provided to You on an "AS IS" basis to the maximum extent permitted by applicable law.

6. THIRD-PARTY RELATIONSHIPS. The Application may contain links to, or advertisements for, third party websites, resources, content, products or services ("Third-Party Services"). You acknowledge and agree that such third-party websites, resources, content, products or services are not under VIVERSE's control and that VIVERSE is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to or advertisements for any Third- Party Services do not imply any endorsement by VIVERSE of such Third-Party Services, nor any association of VIVERSE with any such third parties. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites, resources, content, products or services. Your relationship with respect to Third Party Services is with the third party, and not with VIVERSE. It is Your responsibility to review the privacy policies, terms of use and other terms and conditions that apply to any Third-Party Services. Any claims You might have with respect to Third-Party Services are against such third party and not against VIVERSE.

6-1. DATA PROTECTION AND PRIVACY.

a) **VIVERSE as Data Processor.** The Parties acknowledge and agree that regarding the AI avatar services "Persona", virtual meetings, immersive collaboration environments, and account management features, Customer acts as the Data Controller and VIVERSE acts as the Data Processor. This processing encompasses all personal data processed within the Application and Service, including but not limited to: (i) dialogue and voice data between Personas and users; (ii) real-time interaction data and engagement analytics generated during virtual sessions; (iii) meeting content, uploaded files, or media shared by Customer's employees or authorized users; and (iv) account information provided or created by Customer's individual users. VIVERSE shall process such personal data solely in accordance with Customer's documented instructions, the specific purposes of providing the services, and the VIVERSE Data Processing Agreement ("DPA", see Attachment 1), which is incorporated herein by reference.

b) **VIVERSE as Data Controller.** Customer acknowledges and agrees that VIVERSE acts as an independent Data Controller regarding personal data collected directly from users (including Customer's employees or end-users) for the purposes of: (i) account registration and management within the VIVERSE platform; (ii) provision of general platform services, technical support, and security monitoring; and (iii) any other purposes as described in the Privacy Policy. VIVERSE's collection and use of such data shall be governed by its Privacy Policy and applicable data protection laws.

c) Where Customer acts as the Controller, it is responsible for ensuring a valid legal basis for processing and providing necessary notices to its users. Where VIVERSE acts as the Controller, VIVERSE shall be responsible for its own compliance with applicable privacy regulations.

7. SUPPORT AND UPDATES. VIVERSE has no obligation to and may not provide support for the Application. You agree that VIVERSE may automatically check Your version of the Application and may automatically send Your computer updates to the Application.

8. TERMINATION. This Agreement will automatically terminate upon Your breach of any of the terms and conditions of this Agreement. If terminated, You must immediately destroy or disable all copies of the Application, and the following Sections of this Agreement will survive: Sections 5, 6 and 9 through 19.

9. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND APPLICATION IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE, REMAINS WITH YOU. VIVERSE AND ITS SUPPLIERS ANDLICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, VIVERSE, ITS SUPPLIERS ANDLICENSORS MAKE NO WARRANTY THAT THE SERVICES OR APPLICATION: (A) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRD-PARTY APPLICATION, APPLICATIONS OR THIRD-PARTY SERVICES; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) OR ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) OR THAT ANY DEFECTS ORERRORS THEREIN WILL BE CORRECTED. ALL CONTENT AND OTHER MATERIAL YOU DOWNLOAD OR OBTAIN THROUGH THE APPLICATION IS ACCESSED AT YOUR OWN RISK, ANDYOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. INSTALLATION OF THE APPLICATION MAY AFFECT THIRD-PARTY APPLICATION, APPLICATIONS, DEVICES OR SERVICES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS THATTHESE TERMS CANNOT CHANGE. IN PARTICULAR, TO THE EXTENT LOCAL LEGISLATION IMPLIES STATUTORY TERMS WHICH CANNOT BE EXCLUDED, THOSE TERMS ARE DEEMED INCORPORATED INTO THIS AGREEMENT BUT VIVERSE'S LIABILITY FOR A BREACH OF THOSE STATUTORY IMPLIED TERMS IS LIMITED IN ACCORDANCE WITH AND TO THE EXTENT PERMISSIBLE UNDER THAT LEGISLATION.

10. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT WILL VIVERSE OR ANY SUPPLIER OR LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; INDIRECT; PUNITIVE DAMAGES;FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEETANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE APPLICATION, EVEN IF VIVERSE OR ANY SUPPLIER ORLICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCTLIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 10 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 MAYNOT APPLY TO YOU.

11. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTION 10, VIVERSE'S AND ITS SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR

EXCLUSIVE REMEDY UNDER THIS AGREEMENT FORANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSESOF ACTIONARISINGOUTOF, BASED ON, RESULTING FROM OR IN ANY WAY RELATEDTOTHIS AGREEMENT OR THE APPLICATION WILL BE TO RECOVER THE ACTUAL DAMAGES YOUINCUR BASED UPON REASONABLE RELIANCE ON THE APPLICATION UP TO FIVE DOLLARS (U.S.$5.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE APPLICATION, CONTENT, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT FOR THE EXCLUSIVE REMEDY IN THE FOLLOWING SENTENCE, THESE ACTUAL MONEY DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCTLIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 11 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 11 MAYNOT APPLY TO YOU.

12. INDEMNIFICATION. You will defend, indemnify, and hold VIVERSE, its directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any third party claim or demand, including reasonable attorneys' fees, relating to or arising from (a) Your unauthorized use of the Application; (b) any violation by You of this Agreement; or (c) Your violation of any another party's rights or applicable law.

13. RESTRICTED USE. The Application was designed for systems that do not require fail-safe performance. You may not use the Application in any device or system in which a malfunction of the Application would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

14. GOVERNING LAW AND JURISDICTION FOR RESOLVING DISPUTES. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. This Agreement will be governed by and construed under the laws of Ireland, without giving effect to its choice of law rules. Exclusive jurisdiction and venue for any claims related to or arising under this Agreement will be in a court located in Dublin, Ireland. If applicable law prevents jurisdiction and venue in Dublin Ireland, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live.

15. LEGAL EFFECT. This Agreement does not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in this Agreement.

16. COMPLIANCE WITH LAW; EXPORT REGULATIONS. You will comply with all national and international laws, rules and regulations that apply to the Application and Your use of the Application, including the

U.S. Export Administration Regulations (to which the Application is subject), as well as end-user, end-use, and destination restrictions issued by U.S. or other governments. You acknowledge that the Application is of U.S. origin.

17. GENERAL. The section titles in this Agreement are used solely for the parties' convenience and have no legal or contractual significance. VIVERSE's failure to act with respect to a breach by You does not waive its right to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense Your rights (if any) under this Agreement. This Agreement will be binding upon all of VIVERSE's successors and assigns.

18. ENTIRE AGREEMENT. This Agreement, and any Additional Terms, comprise the entire agreement for the Application. Internet-based services and support services (if any) may be subject to additional terms.

19. CONTACT INFORMATION. If You have any questions about this Agreement please direct all notices and correspondence to:

VIVERSE LIMITED

Attn: Legal Department

10 Earlsfort Terrace,

Dublin 2, Dublin, D02 T380,

Ireland

with a copy to:

Viveport Digital Corporation Attn: Legal Department

No. 88, Section 3, Zhongxing Road Xindian Dist., New Taipei City 231

Taiwan

[Attachment 1]

VIVERSE Data Processing Agreement

This Data Processing Agreement ("Agreement") forms part of the VIVERSE FOR BUSINESS- END USER LICENSE AGREEMENT AND TERMS OF USE ("Principal Agreement") between VIVERSE Limited and its Affiliates (the "VIVERSE", the "Processor" or the "Data Processor") and Customer (the "Customer", the "Controller" or the "Data Controller") (together as the "Parties"). All capitalized terms not defined herein shall have the meanings ascribed to those in the Principal Agreement.

WHEREAS

(A) Customer acts as a Data Controller.

(B) Customer will engage certain activities, which involve the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the applicable data protection laws and regulations.

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules.

1.1.2 "Personal Data" means any personal data processed by the Processor on behalf of Customer pursuant to or in connection with the Principal Agreement.

1.1.3 "Data Protection Laws" means the applicable data protection or privacy laws and regulations.

1.1.4 "Services" means the services VIVERSE provides under or related to the Principal Agreement.

1.1.5 "Sub-processor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Controller in connection with this Agreement, including any further processors appointed by such Processor-appointed sub-processors.

1.1.6 "Term of this Agreement" means the period commencing on the date the Processor first begins processing Personal Data on behalf of the Controller and continuing in full force and effect until the termination of the Principal Agreement or this Agreement, or until the Processor ceases to provide the relevant Services in relation to the Principal Agreement, whichever occurs first. Unless earlier terminated, this Agreement shall remain effective for as long as the Processor processes Personal Data for the Controller.

2. Description of Processing

2.1 The details of the processing operations are specified in Annex I.

3. Instructions from the Controller

3.1 The Processor shall process Personal Data only on documented instructions from the Controller, unless required to do so by the applicable Data Protection Laws to which the processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the processing of Personal Data. These instructions shall always be documented.

3.2 The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe applicable Data Protection Laws.

4. Purpose Limitation

4.1 The Processor shall process the Personal Data only for the specific purpose(s) of the processing, as set out in Annex I, unless it receives further instructions from the Controller.

4.2 The Processor shall not use Personal Data processed under this Agreement for the purposes of marketing and advertising without establishing that prior consent was obtained from the data subjects. The Processor shall not make providing such consent a condition for receiving the service.

5. Duration of the Processing of Personal Data

5.1 Processing by the Processor shall only take place for the duration specified in Annex I.

6. Security of the Processing

6.1 The Processor shall at least implement the technical and organizational measures to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the data ("Personal Data Breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

6.2 Unless otherwise stipulated in this Agreement, the Processor shall subject Personal Data transmitted over a data-transmission network to appropriate controls designed to ensure that the data reaches its intended destination.

6.3 The Processor shall grant access to the Personal Data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The Processor shall ensure that persons authorized to process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. Documentation and Compliance

7.1 The Parties shall be able to demonstrate compliance with this Agreement.

7.2 The Processor shall deal promptly and adequately with inquiries from the Controller about the processing of Personal Data in accordance with this Agreement. The Processor shall determine and maintain the necessary records in support of demonstrating compliance with its obligations in

accordance with this Agreement for the processing of Personal Data carried out on behalf of the Controller.

7.3 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Agreement and stem directly from the applicable Data Protection Laws. At the Controller's reasonable request, the Processor shall permit audits or reviews of the processing activities covered by this Agreement; however, such audits shall be conducted no more than once per calendar year and, at the Processor's sole discretion, may be carried out remotely or through the Controller's review of relevant certifications and audit reports provided by the Processor. The Controller shall bear its own costs of any audit, and the Processor may require reasonable prior notice and scheduling to minimize disruption. The Processor's existing certifications and independent audit reports may be used to satisfy audit requests, provided that the Processor reserves the right to redact any confidential or sensitive information that does not pertain to the Controller's processing activities.

7.4 The Parties may make the information referred to in this Agreement, including the results of any audits, available to the competent supervisory authority/ies on request.

8. Use of Sub-processors

8.1 The Controller authorizes the Processor to appoint Sub-processor and permits each Sub-processor to appoint additional Sub-processors. The Processor is hereby generally authorized and instructed by the Controller to engage the Sub-processors listed in Annex II. The list of the Sub-processors may be updated from time to time and shall include name and location of, and a brief description of the processing carried out by each currently engaged Sub-processor. During the term of this Agreement, the Processor shall notify the Controller in writing at least thirty (30) days prior to the new Sub-processor commencing processing of Personal Data, or thirty (30) days prior to removal of an existing Sub-processor. Such notification shall include the name, location, and description of the processing activities to be undertaken by the new Sup-processor, or details regarding the Sub-processor being removed. The Controller reserves the right to raise objections to any such changes.

8.2 Where the Processor engages the Sub-processor for carrying out specific processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with this Agreement. The Processor shall ensure that the Sub-processor complies with the obligations to which the processor is subject pursuant to this Agreement and the applicable Data Protection Laws.

8.3 At the Controller's request, the Processor shall provide necessary information to Controller to demonstrate the compliance of this Agreement. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the content prior to sharing the information.

8.4 The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.

9. International Transfer

9.1 The Processor shall inform the Controller in a timely manner of the basis for personal data transfers between jurisdictions and of any intended changes in this regard, so that the Controller has the ability to object to such changes or to terminate this Agreement. The countries and international organizations to which the Personal Data can possibly be transferred shall be specified in Annex I.

9.2 The Processor will implement appropriate safeguards to ensure that the transferred Personal Data is protected against unauthorized access, disclosure, alteration, or destruction in accordance with the terms of this Agreement.

10. Assistance to the Controller

10.1 During the Term of this Agreement, if the Processor receives a request from a data subject that relates to the Personal Data and is able to identify the Controller by reference to any identifiers or information that the Processor legitimately retains regarding the Controller, Processor will promptly notify the Controller. The Controller will be responsible for responding to any such request.

10.2 The Processor shall assist the Controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with Sections 10.1 and 10.2, the Processor shall comply with the Controller's instructions.

10.3 In addition to the Processor's obligation to assist the Controller pursuant to Section 10.2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the Processor:

10.3.1 the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of Personal Data (a "data protection impact assessment") where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

10.3.2 the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;

10.3.3 the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is processing is inaccurate or has become outdated.

10.4 The Parties shall implement the appropriate technical and organizational measures by which the Processor is required to assist the Controller in the application of this Agreement as well as the scope and the extent of the assistance required.

11. Notification of Personal Data Breach

11.1 In the event of a personal data breach, the Processor shall cooperate with and assist the Controller for the Controller to comply with its obligations under the applicable Data Protection Laws, where applicable, taking into account the nature of processing and the information available to the Processor.

11.1.1 Data Breach Concerning Data Processed by the Controller

11.1.1.1 In the event of a personal data breach concerning data processed by the Controller, the Processor shall assist the Controller:

a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the Controller has become aware of it, where relevant (unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons); and

b) in obtaining the information which, pursuant to the applicable Data Protections Laws, shall be stated in the Controller's notification.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

c) in complying, pursuant to the applicable Data Protections Laws, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

11.1.2 Data Breach Concerning Data Processed by the Processor

11.1.2.1 In the event of a personal data breach concerning data processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor has become aware of the breach. Where, and insofar as it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

12. Personal Data Disclosure

12.1 The Processor shall set out in Annex I or other written documents the disclosures of Personal Data to third parties, including what Personal Data has been or will be disclosed, to whom and when.

12.2 The Processor shall notify the Controller of any legally binding requests for disclosure of Personal Data.

12.3 The Processor shall reject any requests for personal data disclosures that are not legally binding, consult the Controller before making any disclosures and accepting any requests for disclosures that are authorized by the Controller.

13. Non-compliance with this Agreement and Termination

13.1 Without prejudice to any provisions of the applicable Data Protection Laws, in the event that the Processor is in breach of its obligations under this Agreement, the Controller may instruct the Processor to suspend the processing of Personal Data until the latter complies with this Agreement or the contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Agreement, for whatever reason.

13.2 The Controller shall be entitled to terminate this Agreement insofar as it concerns processing of Personal Data in accordance with this Agreement if:

13.2.1 the processing of Personal Data by the Processor has been suspended by the Controller pursuant to Section 13.1 and if compliance with this Agreement is not restored within a reasonable time and in any event within one (1) month following suspension;

13.2.2 the Processor is in substantial or persistent breach of this Agreement or its obligations under the applicable Data Protection Laws;

13.2.3 the Processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to this Agreement or to the applicable Data Protection Laws.

13.3 The Processor shall be entitled to terminate this Agreement insofar as it concerns processing of Personal Data under this Agreement where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Section 3.2, the Controller insists on compliance with the instructions.

13.4 Following termination of the contract, the Processor shall, at the choice of the Controller, delete, erase or destroy all Personal Data (including temporary files created as a result of the processing of Personal Data) processed on behalf of the Controller in a secure manner and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless applicable Data Protection Laws requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Agreement and make its policy on the return, transfer or disposal of personal data in a secure manner available to the Controller.

Annexes to the Data Processing Agreement

Annex I-Description of the Processing

1. Categories of data subjects whose personal data is processed:

Authorized users of the VIVERSE for Business platform, including enterprise administrators, employees, contractors, and invited participants of virtual meetings or collaboration sessions.

2. Categories of personal data processed:

Meeting content and uploaded files or media, usage and interaction data generated through the platform.

3. Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance

4. strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

The services are not intended to process special categories of personal data. Customers are responsible for ensuring that no sensitive personal data is uploaded to the services unless appropriate safeguards are implemented.

5. Nature of the processing:

Collection, storage, transmission, hosting, retrieval, and processing of customer personal data in connection with the operation of the VIVERSE for Business platform.

6. Purpose(s) for which the personal data is processed on behalf of the Controller:

To provide, operate, maintain, secure, and improve the VIVERSE for Business services, including enabling virtual meetings, immersive collaboration environments, user interactions, content sharing, and platform administration.

7. Duration of the processing:

For the duration of the applicable service term and any applicable transition or post-termination period required to allow customer data retrieval.

8. For processing by (sub-) processors, also specify subject matter, nature and duration of the processing:

[Sub-processor 1]

(1) name: Amazon Web Services, Inc. (AWS)

(2) service: Cloud infrastructure and data hosting services

(3) location: AWS cloud regions (global)

(4) frequency of processing: Continuous during service operation

[Sub-processor 2]

(1) name: Google LLC

(2) service: Data warehousing and analytics services (BigQuery)

(3) location: United States and global Google Cloud regions

(4) frequency of processing: Continuous during data storage, querying, and analytics operations

[Sub-processor 3]

(1) name: Exit Games GmbH (Photon)

(2) service: Real-time networking and voice communication services (Photon Network & Photon Voice)

(3) location: EU and global Photon cloud infrastructure

(4) frequency of processing: Continuous during active sessions and real-time interactions

[Sub-processor 4]

(1) name: Agora, Inc.

(2) service: Real-time audio and video communication services (RTC)

(3) location: Global distributed network infrastructure

(4) frequency of processing: Continuous during live communication sessions (transient processing)

[Sub-processor 5]

(1) name: Microsoft Corporation

(2) service: AI services including Speech-to-Text and Large Language Model processing (Azure AI / OpenAI)

(3) location: EU and global Azure regions

(4) frequency of processing: On-demand and continuous during AI feature usage

9. International transfer- the countries and international organizations to which the Personal Data can possibly be transferred:

Personal data may be transferred to jurisdictions where VIVERSE or its subprocessors operate, including US and user location, subject to appropriate safeguards in accordance with applicable data protection laws, including the use of standard contractual clauses where required.

10. What Personal Data has been or will be disclosed, to whom and when:

Customer personal data may be disclosed to authorized subprocessors and service providers strictly for the purpose of delivering and supporting the services in accordance with the agreement and applicable data protection laws.

Annex II-List of Sub-processors

The Controller has authorized the use of the following Sub-processors:

Supplier Name	Google LLC
Address	1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
Contact person's name, position and contact details	Google Data Protection Officer Email: dpo-google@google.com
Description of the processing (including a clear delimitation of	**BigQuery (Data Warehousing & BI)**: Provision of a serverless data warehouse for Business Intelligence and large-scale analytics. Processing involves storing, indexing,

responsibilities in case several sub-processors are authorized)	and querying structured datasets for reporting and insight generation.

Supplier Name	Exit Games GmbH (Photon)
Registered Address	Hongkongstr. 7, 20457 Hamburg, Germany
Contact Person / Details	Privacy Officer Email: privacy@photonengine.com
Description of Processing	Photon Network & Photon Voice: Provision of low-latency real-time synchronization and Voice-over-IP (VoIP) services. Processing includes management of real-time session data, matchmaking data, and transmission of real-time audio streams.

Supplier Name	Amazon Web Services, Inc. (AWS)
Registered Address	410 Terry Avenue North, Seattle, WA 98109-5210, USA
Contact Person / Details	AWS Privacy Team / Data Protection Officer Email: aws-privacy@amazon.com
Description of Processing	Cloud Infrastructure Services: Provision of secure cloud infrastructure including data storage, compute, and hosting environments. Processing includes storage and transmission of data, with encryption applied at rest and in transit.

Supplier Name	Agora, Inc.
Registered Address	2804 Mission College Blvd, Ste 110, Santa Clara, CA 95054, USA
Contact Person / Details	Data Protection Officer Email: privacy@agora.io
Description of Processing	Real-time Engagement (RTC): Processing of real-time audio and video streams for browser-based and desktop sharing services. Data is typically processed transiently (in-memory) to support real-time communication.

Supplier Name	Microsoft Corporation

Registered Address	One Microsoft Way, Redmond, WA 98052, USA
Contact Person / Details	Microsoft Privacy Officer Privacy Request Portal: https://aka.ms/privacyresponse
Description of Processing	Azure AI Services (Speech-to-Text & Azure OpenAI): Processing includes transcription of audio into text and generation of AI-driven responses or content based on controller instructions.