
Terms of Use Software

1. Scope

- 1.1. These terms of use ("**Terms of Use**") apply to the contractual relationship between the Wandelbots GmbH, Tiergartenstraße 38, 01219 Dresden ("**Wandelbots**") and its customers (natural persons, legal entities in the meaning of Sec. 14 of the German Civil Code or public entities, collectively: "**Customers**"). The Terms of Use apply in addition to the contract on the provision of hardware and software between Wandelbots and the Customer, to which the Terms of Use are attached as an annex (the "**Main Contract**").
- 1.2. The Terms of Use apply to all software services which the Customer receives pre-installed on the hardware purchased from Wandelbots, as further explained below ("Pre-installed Software"), which is made available to the Customer for download ("Downloadable Software and Updates") or software made available directly via the Internet ("Service Software"). The terms of use listed here apply only to pre-installed or downloaded software running on hardware approved by Wandelbots ("approved hardware"): the software (pre-installed or updated) on the Wandelbots Tablet ("Wandelbots-App"), the software (pre-installed or updated) on the Wandelbots IPC as well as the software (pre-installed or updated) on the TracePen, the TracePen Connector, the TracePen Tips and the Wandelbots Setup USB-Stick.
- 1.3. The software can only be used in a combination which was released as combination by Wandelbots.
- 1.4. Changes to these Terms of Use or the attached product description ("**Product Description**") will be communicated to the Customer at least by e-mail. If the Customer does not object to such changes within 4 weeks after the notification, the changes are considered as agreed. The Customer will be informed separately about the right to object and the legal consequences of silence in case of a change of the Terms of Use. In the event of a duly objection, the changes will not affect the Customer.

2. Delivery and Granting of Rights

- 2.1. Wandelbots offers the use of the Software for teaching and reprogramming of industrial and collaborative robots according to these Terms of Use and the product description ("**Product Description**"). In the case of service software, the customer receives access to the software through activation after entering login data, which Wandelbots makes available to the customer. Details are regulated in Section 6. In the case of pre-installed software, the customer receives access to the software with the receipt of the hardware. In the case of downloaded software, the customer receives access with the download of the software.
- 2.2. Wandelbots provides the Customer with the Service Software in its respective current version and Downloadable Software in the version released by Wandelbots and selected by the Customer at the router exit of the computer center where the server with the software is located for use ("**Delivery Point of non-preinstalled Software**"). The software, the computing power required for the use and the required memory and data processing space are provided by Wandelbots. However, Wandelbots does not owe the establishment and maintenance of the data connection between the IT systems of the Customer and the Delivery Point. Wandelbots will provide the Customer with the pre-installed software in the version released by Wandelbots with provision of the hardware as defined in the main contract ("**Delivery Point of pre-installed software**").

- 2.3. All intellectual property rights in connection with the Software remain with Wandelbots, if they are not expressly granted to the Customer under these Terms of Use.
- 2.4. The successful registration for the software allows access to the Service Software and, insofar as this is necessary for the contractual use of the software, Wandelbots grants the Customer the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the software for the agreed contractual period and subject to these Terms of Use; the Customer accepts the granting of rights (the "**Service Software License**"). With the acquisition of the hardware and, insofar as this is necessary for the contractual use of the software, Wandelbots grants the Customer the Europe-wide, non-exclusive, non-sublicensable, non-transferable right to use the Software with basic functionalities for an indefinite period of time and subject to these Terms of Use; the Customer accepts the granting of rights (the "**Basic License**"). Payment of the agreed remuneration and activation by license file or key ("License Token") provided and, insofar as this is necessary for the contractual use of the software, Wandelbots grants the Customer the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the Software for the agreed contractual period and subject to these Terms of Use; the Customer accepts the granting of rights (the "**Teaching License**").
- 2.5. The scope of the Teaching License is determined by the selected contractual model. The Teaching License is purchased as part of the Starter-Kit / Starter-Kit PlusOne or as an additional license for execution on permitted hardware and allows the customer to use the software for teaching a clearly identifiable (1) collaborative or industrial robot or robot type for the agreed duration.
- 2.6. If the license purchased as part of the Starter Kit / Starter Kit PlusOne expires, the customer remains entitled to use the software to acquire data, but this data may not be transferred to the robot ("**basic functionality**").
- 2.7. Insofar as the customer purchases new versions, updates, upgrades, patches, further developments or other changes to the software, the associated terms of use shall apply.
- 2.8. The Customer is aware that the Software contains open-source components and that these components are subject to the respective open-source licenses, which are available on the website or as part of the Software or by appropriate request to Wandelbots.
- 2.9. The Customer must use the Software in accordance with the purpose of the Software, the provisions of these Terms of Use, in accordance with the applicable laws and to the agreed extent. In particular, the Customer must not
 - make the Software available to third parties;
 - change, decompile, disassemble, reconstruct or in any other way edit the Software;
 - use the Software to develop a competing software solution or help a third party to do so;
 - use the Software to distribute illegal and/or infringing content; and/or
 - sell, license, rent, transfer or otherwise commercially exploit or make available the Software to third parties.
- 2.10. In the event of a breach of this section (no. 2) by the Customer, all rights granted under these Terms of Use automatically revert to Wandelbots. Any subsequent use of the Software by the Customer is a copyright infringement.
- 2.11. Support services governed by these Terms of Use or by a separate maintenance agreement (see Sec 8) include troubleshooting, error diagnosis and necessary services to eliminate errors.

3. Availability

- 3.1. Wandelbots strives for a high average availability of 99% per calendar year for software under direct influence of Wandelbots. The availability of the software at the point of delivery is

decisive. Wandelbots may restrict the availability and access to the software and functions for the security of network operations and the maintenance of network integrity, especially to avoid serious network disruptions. Wandelbots attempts to keep these disturbances at a low level and will make every effort within the scope of what is economically reasonable to enable the operation of the software without further interruptions or errors.

3.2. The Customer's rights in the event of Software defects remain unaffected.

4. Remuneration

The licence fee depends, among other things, on the duration of the Licence and the type of Licence agreed.

5. Use Requirements

5.1. In order to use the Service, the Customer must have obtained appropriate hardware from Wandelbots in accordance with the provisions of the Main Contract.

5.2. The use of the Software also requires the conclusion of a user agreement or the acceptance of these Terms of Use.

5.3. The Customer is obliged to regard the technical requirements for the Software contained in the product description, in particular, a (stable) internet connection is required.

6. Customer Obligations; Customer Account; Customer Data

6.1. In order to use the software, the customer must first create or complete a customer account via the Service Software and select a user name and password for this purpose. The user name and password are data which the customer must treat personally and confidentially and in particular must not disclose to third parties. All passwords should be changed regularly via the settings in the customer account.

6.2. In order to use the pre-installed software or updates, the customer must log in to the app and obtain access to the license by entering or downloading the license token and distributing it throughout the entire system. The distribution within the system is done automatically if all connections have been made properly. The customer undertakes to answer the information requested when setting up the customer account truthfully and to notify Wandelbots changes to these immediately.

6.3. The Customer undertakes to reasonably support Wandelbots to fulfil its contractual obligations.

6.4. It is the Customer's responsibility to regularly create data backups.

6.5. The Customer must allow access to the Software only to authorized personnel ("**Users**"). The Users shall register under the Software's administration section. The Users are agents of the Customer (Sec. 278 of the German Civil Code). Furthermore, the Customer is not entitled to grant third parties access to his/her Customer Account or to make the Service available to third parties, unless the parties have expressly agreed otherwise in writing.

7. Audit Right

The Customer will enable Wandelbots at its request to check the duly use of the Software, in particular whether the Customer uses the Software within the scope of his/her acquired Licenses. For this purpose, the Customer will provide Wandelbots with information, grant access to relevant documents and records and enable Wandelbots to check the hardware and software environment used. Wandelbots may carry out the inspection in the Customer's premises during regular business hours

after announcement or have it carried out by a third party which is obliged to maintain confidentiality. Wandelbots will take care to disturb the Customer's course of business as little as possible.

8. Rights in case of defects; Maintenance Agreement

- 8.1. The Software complies with the product description according to these Terms of Use. In the case of updates, upgrades and new versions, the claims for defects are limited to respective innovations made in comparison to the previous version status.
- 8.2. The statutory provisions on lease agreements shall apply. Sec 536a para. 2, 536b, 536c of the German Civil Code are excluded. Sec 536a para. 1 BGB is excluded with respect to liability regardless of fault.
- 8.3. In addition, the provisions of the law on employment contracts (Sec 611 ff. of the German Civil Code) shall apply.
- 8.4. The Customer will notify Wandelbots of any Software defects immediately and at least in text form (email) and support Wandelbots in the elimination of any Software defects, e.g. by providing error reports or other information which can help Wandelbots to find sources of error, if the Customer has such information. Details of the elimination of Software defects can be specified in a separate service level or maintenance agreement.

9. Liability

The liability limitations of the Main Contract apply.

10. Data protection; Customer Data

- 10.1. Wandelbots will comply with all applicable data protection requirements (in particular the GDPR). Details on data processing can be found in Wandelbots' Privacy Policy [www.wandelbots.com/datenschutz].
- 10.2. The Customer is responsible for the processing of personal data, which he transfers to Wandelbots. In particular, the Customer will obtain any necessary consents from individuals regarding the processing of their data.
- 10.3. If necessary, the Customer and Wandelbots will conclude an data processing agreement according to the template provided by Wandelbots.

11. Confidentiality

During and after termination of the business relationship, the parties may neither exploit nor make available to third parties in any form any business or trade secrets or any other confidential information of the other party which have become known to them. The confidentiality obligation shall also include these Terms of Use, the product description as well as individually negotiated prices and regulations which are not publicly available or which have otherwise become known to the Customer by law and are not subject to a corresponding confidentiality obligation. This confidentiality clause is not applicable, however, if the disclosing party is obliged by law or court order to disclose confidential information. In that the disclosing party will inform the other party prior to the disclosure in order to mutually minimize the risk arising from the disclosure.

12. Final Provisions

The final provisions of the Main Contract apply.