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# General Terms and Conditions (T&C) and Terms of Use for Software

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# I. Terms and Conditions

## 1. Scope and Applicability

- 1.1 The following terms and conditions ("**Terms and Conditions**") apply to the contractual relationship between Wandelbots GmbH, Tiergartenstraße 38, 01219 Dresden to customers of Wandelbots as a natural or legal person or a partnership with legal capacity within the meaning of § 14 BGB (German Civil Code), which acts in the exercise of its commercial or independent professional activity, as well as to legal persons under public law and special funds under public law within the meaning of § 310 (1) BGB ("**End-User**" or "**Customer**").
- 1.2 The offers of Wandelbots are only directed at Customers as end consumers. The commercial resale of the products is prohibited. Wandelbots reserves the right to reject offers for the conclusion of contracts if they give the impression that they serve the commercial resale.
- 1.3 Wandelbots does not acknowledge any general terms and conditions of the Customer. The Customer's conditions of purchase as well as any modifications to or deviations from these Terms or any ancillary agreements are only binding on Wandelbots to such an extent as they have been expressly agreed to by Wandelbots in writing.

## 2. Offers and conclusion of contract

- 2.1 Wandelbots can accept an order from the Customer within four weeks by sending an order confirmation. The order confirmation shall contain the ordered products and/or service, the total value of the order, Wandelbots' payment instruction and account information.
- 2.2 Wandelbots' own offers are subject to change and non-binding unless Wandelbots has expressly designated them as binding.

## 3. Subject matter of the contract, license models, scope of service

- 3.1 The subject matter of the contract is either the provision of the TracePen, the hardware components necessary for the operation of the TracePen as well as granting of one or more licenses for the Wandelbots-Software or the granting of Licenses alone (each and jointly also the "**Wandelbots Products**" or "**Products**"). The Customer can choose from different contract models, which are described at the end of these respective offer.
- 3.2 Depending on the selected contract model, the Customer acquires the hardware either by purchase and thus permanently, or rents it for the agreed contract period. In case of a purchase, the provisions of Section 9 of these Terms and Conditions shall apply additionally.

- 3.3 For the delivered hardware and software, the Customer receives the documentation provided by Wandelbots (operating instructions / user manual).
- 3.4 Set-up, installation or production of the technical readiness for operation by Wandelbots are part of the contract, only if they have been expressly agreed upon as further services against separate payment. Further services of Wandelbots (like special support services, service levels, consulting, instruction, training) are to be agreed separately if necessary.
- 3.5 The Customer bears the sole responsibility for ensuring that the system environment required for the use of the Wandelbots Products is available. Wandelbots will support the Customer in this respect to the best of its knowledge and believe, as far as necessary.
- 3.6 Copyright notices, serial numbers and other features serving to identify the program may not be removed or changed from the hardware, software or documentation.

#### **4. Term, Termination, Return of products**

- 4.1 The contract term depends on the chosen contract model. Ordinary termination is excluded during the contractual term.
- 4.2 The Parties may terminate the contract without notice for good cause. A good cause is given in particular if the Customer does not pay the contractually owed fees on time and the outstanding fee reaches an amount of more than two months' pay.
- 4.3 After termination of the contract, the Customer must return rented Wandelbots Products to Wandelbots immediately and in proper condition.
- 4.4 If a special right of termination is granted, a previously agreed compensation must be paid.

#### **5. License conditions**

- 5.1 The Customer does not acquire any ownership or other rights to the software delivered or to the documentation, with the exception of the rights of use granted in accordance with the Wandelbots "(II) Conditions of Use for Software" for the duration of the contract in accordance with section 4.1.
- 5.2 If the Customer violates the license conditions, Wandelbots is entitled to terminate the contract immediately and to recall all licenses granted.
- 5.3 The Customer is obliged to handle the Wandelbots Products with care for the period of use. The Customer is not permitted to edit or modify the Wandelbots Products.

#### **6. Delivery, transfer of risk, force majeure**

- 6.1 Delivery shall be made “FCA factory” (Incoterms 2020), which shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the Customer the hardware will be shipped to another destination. Unless otherwise agreed, Wandelbots is entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.
- 6.2 Delivery times are approximate and can therefore be exceeded by up to three days, unless otherwise agreed with the Customer. The delivery period begins with the dispatch of the order confirmation, but not before receipt of all documents to be provided by the Customer, clarification of all technical details and transfer of the agreed down payment.
- 6.3 At the time of delivery, the Customer must ensure that the delivery of the Wandelbots Products corresponds to the order, or immediately notify Wandelbots in writing that the order does not correspond to the confirmed order.
- 6.4 If the Customer requests a delay of the shipment, or the Customer fails to take delivery of the Wandelbots Products four weeks after it has been notified that the Wandelbots Products are ready for shipment, the Customer will be charged the storage costs or at least 0.5 % of the invoiced amount for each month or parts thereof that the Wandelbots Products are stored by Wandelbots. Wandelbots is entitled to otherwise dispose of the Wandelbots Products after having set a reasonable period in writing.
- 6.5 Wandelbots is only entitled to partial deliveries and partial services if (i) the partial delivery is usable for the Customer within the scope of the contractual purpose; (ii) the delivery of the remaining ordered products is ensured; and (iii) the Customer does not incur any significant additional expenditure or additional costs as a result.
- 6.6 Force majeure or operational disruptions occurring at Wandelbots or its suppliers, e.g. by riot, strike, lockout, which temporarily prevent Wandelbots from delivering the Wandelbots Products on the agreed date or within the agreed period through no fault of its own, will change the agreed dates and periods by the duration of the performance disruptions caused by these circumstances. If such a disruption leads to a delay of more than 9 months, the Customer can withdraw from the contract.
- 6.7 In the case of rented hardware, the Customer is obligated during the rental period to take all necessary measures to maintain the products in the condition in which they were at the time of rental.
- 6.8 The Customer must notify Wandelbots of damages to rented or leased Wandelbots Products immediately after becoming aware of them. Culpable omission obligates the Customer to compensate for the resulting damage.

## 7. Prices and Advance Payments

- 7.1 The Customer undertakes to pay the agreed prices. The Distributor undertakes to pay the agreed prices. The prices and conditions for Wandelbots Products and services can be found in the current price list. The prices are exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes.
- 7.2 The prices for the Wandelbots Products and all other amounts to be paid hereunder will be stated in, and will be paid in, Euro unless agreed otherwise in writing by the parties.
- 7.3 Depending on the contract model, the Customer pays a flat rate or a monthly fee as advance payment. All deliveries of hardware are also made exclusively against advance payment. Payments must be made without deductions within thirty (30) days of the invoice date, unless otherwise stated in the order confirmation or in separate agreements.
- 7.4 The discount costs as well as the charges made on bills and cheques shall be borne by the Customer. If Wandelbots has assumed responsibility for installation or assembly, the Customer shall in addition to the agreed amount, bear all necessary ancillary costs such as travel and transport costs as well as accommodation allowances.
- 7.5 A payment shall only be deemed to have been made when Wandelbots has the amount at its disposal.
- 7.6 The Customer shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship. The Customer shall only be entitled to set off counterclaims from other legal relationships to the extent that they are undisputed or have been legally established.
- 7.7 If Wandelbots is of the opinion that it will not receive the full purchase price from the Customer or will not receive it on time, Wandelbots shall be entitled to refuse the contractual performance by pleading insufficient security, until the consideration owed has been effected or the security been provided. If the Customer does not effect the consideration owed or provide the relevant security within a reasonable period demanded in writing, Wandelbots may terminate the contract. Wandelbots shall also be entitled to withdraw from a contract after having set a reasonable period in writing, if the Customer does not make an agreed advance payment on time or if the Customer seriously and finally refuses to accept the ordered products. In the event of contract termination, Wandelbots shall also be entitled to demand damages including lost profits amounting to at least 20% of the purchase price. The Customer may prove that the damage is lower.

## **8. Warranty, Service and Support**

- 8.1 The Wandelbots Products correspond essentially to the product description according to product documentation. In case of defects of updated, upgraded or new versions, the right of defect shall be limited to the new features of the update, upgrade or new version of the Software compared to the previous version release.

- 8.2 The statutory provisions on warranty in rental agreements apply in principle. The provisions of § 536b BGB (German Civil Code) (knowledge of the lessee of the defect at the time of conclusion or acceptance of the contract) and of § 536c BGB (defects occurring during the rental period; notification of defects by the lessor) apply. The application of § 536a para. 2 BGB (right of the lessee to remedy defects himself) is excluded. Also excluded is the application of § 536a para. 1 BGB (lessor's liability for damages) insofar as it provides for liability regardless of fault.
- 8.3 In all other respects, the provisions of the law on service contracts (§§ 611 ff. BGB) shall apply.
- 8.4 The Customer will notify Wandelbots of defects in Wandelbots Products immediately and at least in text form and support Wandelbots in the correction of any defects, e.g. through error reports or the provision of information which can help Wandelbots to find sources of error to the extent those exist. Wandelbots will, at its choice and at its expense, remedy defective products or spare parts by repair or replacement within a reasonable period.
- 8.5 Wandelbots assumes no guarantee that the business expectations of the Customer associated with the use of the Wandelbots Products will be realized.
- 8.6 Any claims for damages are subject to the limitations mentioned in section 10.
- 8.7 For the performance of support services, the Customer has to name a system manager/contact person to Wandelbots, who is present at the request of Wandelbots during the performance of services. The support services are provided by Wandelbots by telephone or in writing (e.g. via messenger services) without Wandelbots having access to the Wandelbots system. Should external access to the Wandelbots system be required or desired, the Customer must provide Wandelbots with an express, written or verbal, permission. Installation work will be carried out by Wandelbots on site, if agreed.
- 8.8 Wandelbots will not interfere with the Customer's existing systems or equipment when rectifying defects. In particular, no software updates will be carried out for the Customer's robots. If updates are necessary for the use of Wandelbots Products, Wandelbots will inform the Customer accordingly. The implementation is then carried out by the Customer or must be arranged by the Customer at his own responsibility.

## **9. Additional conditions for the purchase of hardware**

- 9.1 Wandelbots retains title to the delivered hardware until all payments from the business relationship with the Customer have been received. In the event of the Customer acting in breach of contract, e.g. default in payment, Wandelbots shall have the right to take back the contract products after setting a reasonable grace period, and the Customer shall be obliged to surrender the contract products. If Wandelbots takes back the reserved goods, this constitutes a withdrawal from the contract. If Wandelbots seizes the contract products, this is a withdrawal from the contract. Wandelbots shall be entitled to exploit the contract products after repossession. After deduction of a reasonable amount for the costs of exploitation, the proceeds of exploitation shall be set off against the amounts owed to Wandelbots by the Customer.

- 9.2 The Customer must treat the contract products with care. Maintenance and inspection work which become necessary must be carried out by the Customer at its own expense and on time. Wandelbots is entitled to insure the contract products sufficiently at replacement value against fire, water, theft and other damage at the expense of the Customer, provided that the Customer has not demonstrably taken out the insurance itself.
- 9.3 In the event of access by third parties to the contract products, in particular seizures, the Customer shall point out Wandelbots' ownership and inform Wandelbots immediately so that Wandelbots can assert its ownership rights. Insofar as the third party is not in a position to reimburse Wandelbots for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable for them.
- 9.4 Wandelbots shall be obliged to release the securities to which it is entitled insofar as the realisable value of its securities exceeds the claims to be secured by more than 10%, whereby Wandelbots shall be responsible for selecting the securities to be released.
- 9.5 The Customer must inspect the delivered products immediately upon receipt for obvious defects and notify Wandelbots immediately if such defects are present, otherwise a warranty for these defects is excluded. The same applies if such a defect is later revealed. The regulations of § 377 HGB (German Commercial Code) apply.
- 9.6 If the contract products do not conform to the agreed conditions at the time of risk transfer, the Customer's claim for performance shall cover the replacement or the reworking of those parts free of charge that are useless or the usefulness of which is substantially impaired, with the option being left to Wandelbots. Replaced parts become the property of Wandelbots.
- 9.7 In order to carry out all repairs and replacement deliveries which Wandelbots deems necessary, the Customer shall, after consultation with Wandelbots, give Wandelbots the necessary time and opportunity; otherwise Wandelbots shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case Wandelbots must be notified immediately, shall the Customer have the right to remedy the defect itself or have it remedied by third parties. If the Customer or a third party carries out improper repairs, Wandelbots shall not be liable for the resulting consequences. The same applies to changes to the contract products made without Wandelbots' prior consent.
- 9.8 Insofar as the complaint proves to be justified, Wandelbots shall bear the expenses necessary for the purpose of subsequent performance, provided that this does not result in a disproportionate burden on Wandelbots.
- 9.9 The warranty period is one (1) year after the transfer of risk. There is no separate warranty for products that are repaired or replaced during the original warranty period. There is no warranty for used products.

9.10 Any claims for damages shall be subject to the limitations set forth in Section 10.

## 10. Liability

### 10.1 Wandelbots is liable for damages without limitation

- 10.1.1 in case of intent or gross negligence;
- 10.1.2 arising out of death, injury to body or health;
- 10.1.3 according to the regulations of the product liability law (*Produkthaftungsgesetz*) and
- 10.1.4 to the extent of any guarantee provided by Wandelbots.

10.2 In the event of a slightly negligent breach of an essential contractual right or obligation, which is absolutely necessary for a proper execution of the contract, and which might endanger the fulfilment of the contractual purpose (material contractual obligation), the liability of Wandelbots is limited to damages that are foreseeable and typical for the type of business in question.

10.3 There is no further liability of Wandelbots, in particular in the following cases: using the contract products for any other but the intended purpose, the use of unreasonable force on the contract products, unsuitable environment or unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable foundation soil, thermal, chemical, electrochemical or electrical influences – unless Wandelbots is responsible for them under this section 10.

10.4 Any liability of Wandelbots for third-party products, in particular for existing systems and installations of the Customer, shall be excluded. The same applies to their compatibility with Wandelbots-Products, unless such information is expressly part of the service description.

10.5 Furthermore, Wandelbots assumes no liability if the Customer breaches foreign trade rules, in particular in the following cases: directly or indirectly using the Technology in any purpose or way, which contravenes any applicable European Union, German and other applicable export control laws, customs and foreign trade regulations, if the Customer is or becomes a sanctioned person or makes the Technology directly or indirectly available to such a person.

10.6 Any exemption from liability as well as limitations of liability of Wandelbots shall also apply to the personal liability of employees, legal representatives and corporate bodies of Wandelbots.

10.7 Wandelbots' liability for important products acquired from a sub-supplier and incorporated in the contract products is limited to the assignment of the warranty and liability claims to which Wandelbots is entitled against the sub-supplier of the product concerned.

## 11. Confidentiality

11.1 "Confidential Information" shall mean all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential due to the



circumstances, in particular information about operational procedures, business relations and know-how.

11.2 The Parties agree to maintain silence about Confidential Information.

11.3 Such Confidential Information is excluded from this obligation,

- 11.3.1 which were demonstrably already known to the recipient at the time of conclusion of the contract or subsequently become known to the recipient by third parties without this infringing a confidentiality agreement, statutory provisions or official orders;
- 11.3.2 which are publicly known at the time of the conclusion of the contract or become publicly known thereafter, unless this is due to a breach of this contract;
- 11.3.3 which must be disclosed due to legal obligations or by order of a court or an authority. To the extent permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to take action against the disclosure.

## 12. References

12.1 The Customer agrees to be named as a reference on the internet presence, in company presentations and within offers of Wandelbots for an unlimited period of time in order to refer to the joint economic relationship. For this purpose, Wandelbots is entitled to use the company identification and / or the company logo of the Customer, to create a link to the internet presence of the Customer, to make briefly recognizable in what form the economic cooperation exists and to create a detailed reference and to publish it after approval by the Customer on the web presences of Wandelbots.

12.2 The Customer declares to be the owner of the above rights. Wandelbots shall not be responsible for consequences that result from the use of the company name and / or logo for the intended purpose.

12.3 This permission can be withdrawn in part or in its entirety at any time and without giving reasons.

## 13. Miscellaneous

13.1 These Terms and Conditions shall be subject to the Laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Dresden.

13.2 Changes, additions or the cancellation of these Terms and Conditions are subject to written form.

13.3 Should individual provisions of this Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions. The Parties

undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same applies in the event of a contractual loophole.

## Annex 2.4b – Terms of Use for Software

### 1. Scope

- 1.1. These terms of use for software ("**Terms of Use**") apply to the contractual relationship between Wandelbots GmbH, Tiergartenstraße 38, 01219 Dresden ("**Wandelbots**") to companies as a natural or legal person or a partnership with legal capacity within the meaning of § 14 BGB (German Civil Code), which acts in the exercise of its commercial or independent professional activity, as well as to legal persons under public law and special funds under public law within the meaning of § 310 (1) BGB ("**End-User**" or "**Customers**").
- 1.2. The Terms of Use apply to all software services which the Customer receives pre-installed on the hardware purchased by him 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**") (jointly and individually also the "**Software**"). The Terms of Use 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. Through the acceptance of these Terms of Use by the Customer, a direct contract between Wandelbots and the Customer about the use of the Software is established.
- 1.3. The Software can only be used in the combination approved by Wandelbots.
- 1.4. Changes to these Terms of Use or the attached 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 case of Service Software, the Customer receives access to the Software by activation after entering his/her login data, which Wandelbots will provide to the Customer. Details hereto are set out under Section 6. In case of Pre-installed Software, the Customer receives access to the Software with receiving the hardware. In case of Downloadable Software, the Customer received access to the Software with the download of the Software.
- 2.2. Wandelbots provides the Service Software in its current version and Downloadable Software in the version released by Wandelbots and chosen by the Customer to the Customer at the router exit of the computer center, in which the server with the Software is located ("**Delivery Point**"). Delivery Point in case of Pre-installed Software is the provision of the hardware. The Software, the computing power required for the use and the required space and data processing space are provided by Wandelbots. However, Wandelbots is not responsible for the establishment and maintenance of the data connection between the Customer's IT infrastructure and the Delivery Point.

- 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. Successful registration for the Software enables access to the Service Software and, to the extent 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 purchase of the hardware and to the extent 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 to the extent 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 granted as part of the Starter-Kit/Starter-Kit PlusOne Package or as an additional License for the running on approved hardware and allows the Customer to use the Software to teach one (1) clearly identifiable industrial robot or robot type for the agreed term.
- 2.6. If the License purchased in the Starter-Kit/Starter-Kit PlusOne ends, the Customer remains entitled to use the Software for data acquisition only; this data must not be transferred to the robot.
- 2.7. If the Customer acquires new versions, updates, upgrades, patches, further developments or other changes to the Software, the associated conditions 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;
  - use the Software in any purpose or way, which breaches applicable European Union, German and other applicable export control laws, customs and foreign trade regulations;
  - use the Software for any purpose or in any way, other than what is stated in the End-use-Certificate, in case the Customer issued such End-use-Certificate.
- 2.10. In the event of a breach of this section 2 by the Customer, all rights granted under these Terms of Use automatically revert to Wandelbots. Any further use of the Software thereafter 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. Use Requirements**

- 3.1. In order to use the Service, the Customer must have obtained appropriate hardware from Wandelbots or an authorized distribution partner.
- 3.2. The use of the Software also requires the conclusion of a user agreement and/or the acceptance of these Terms of Use.
- 3.3. 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.

### **4. Customer Obligations; Customer Account; Customer Data**

- 4.1. In order to use the Software, the Customer has to create or complete a customer account via the Service Software and choose a user name and password. The user name and password are data that the Customer must treat as confidential and, in particular, must not disclose to third parties. The password should be changed regularly via the settings in the Customer Account.
- 4.2. In order to use the Pre-installed Software or updates, the Customer must log in to the Wandelbots-App and obtain access to the license by entering or downloading the License-Token and distributing it in the overall 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.
- 4.3. The Customer undertakes to reasonably support Wandelbots to fulfil its contractual obligations.
- 4.4. The Customer is responsible for the proper and regular backup of the data and the documents provided during the execution of the contract.
- 4.5. 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 text form.

### **5. Data protection; Customer Data**

The Customer agrees that Wandelbots uses the machine data generated in the context of the use of the Software at the Customer and automatically transmitted to Wandelbots without personal reference for its own purposes, in particular for the analysis of use and the optimization of the products. Wandelbots ensures that through the transmission and use of the data no operational (confidentiality) interests of the Customer are violated.

### **6. Rights in case of defects; Maintenance Agreement**

- 6.1. The Software complies substantially 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.
- 6.2. The statutory provisions on rental agreements shall apply. the regulations in § 536b BGB (German Civil Code) (knowledge of the lessee of the defect at the time of conclusion or acceptance of the contract) and in § 536c BGB (defects occurring during the rental period;

notification of defects by the lessee) shall apply. However, the application of § 536a Para. 2 BGB (lessee's right of self-remedy) is excluded. Also excluded is the application of § 536a para. 1 BGB (lessor's liability for damages) insofar it provides for liability regardless of fault.

- 6.3. In addition, the provisions of the law on service contracts (Sec 611 ff. of the German Civil Code) shall apply.
- 6.4. 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.

## 7. Liability

The limitation of liability under the Wandelbots Terms and Conditions shall apply. In case of services provided free of charge by Wandelbots, however, the statutory liability provisions (including liability for defects) shall apply with regard to these services.

## 8. Miscellaneous

- 8.1. These Terms of Use shall be subject to the Laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Dresden.
- 8.2. Changes, additions or the cancellation of these Terms of Use are subject to written form.
- 8.3. Should individual provisions of this Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions. The Parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same applies in the event of a contractual loophole.