

# General Terms and Conditions of RobCo Inc.

(Last Updated: January 2025)

## A. General Provisions

### 1 Scope / Commitment Period

1.1 These General Terms and Conditions (these "**GTC**") govern the business relations of Customers (as defined herein) and RobCo Inc., a Delaware corporation ("**RobCo**"). By indicating acceptance of these GTC or by otherwise using RobCo Services (as defined herein) or by using or receiving Hardware (as defined herein) from RobCo, Customer enters into a legally binding agreement with RobCo.

1.2 RobCo offers customers services relating to the provision of robot arms including software and their integration. These GTC are supplemented by those terms included in specific offer/contract documents prepared by RobCo and accepted by the Customer (as defined below), in each case relating to the provision of the RobCo Services (as defined below) to the Customer (collectively, the "**Order Terms**"). In the event of any contradictions between the Order Terms (including any attachments thereto) and these GTC, the Order Terms shall prevail. Other documents referenced in these GTC shall apply subordinately hereto and to the Order Terms.

1.3 RobCo's offers described herein and in the Order Terms are directed only at customers as end consumers (each such customer, the "**Customer**"). The commercial resale of Hardware (as defined below) is prohibited unless RobCo approves such resale in a corresponding reseller agreement with the Customer. RobCo reserves the right to reject requests for the provision of the RobCo Services if they appear to serve commercial resale.

1.4 Any general terms and conditions of the Customer ("**Customer Terms**") shall only supplement or supersede these GTC if RobCo expressly confirms this to the Customer in writing when the Order Terms relating to a specific engagement are finalized. The Customer is aware that the commencement of performance of the RobCo Services by RobCo shall under no circumstances be construed as acceptance of any Customer Terms and/or terms and conditions of purchase prepared by the Customer.

1.5 RobCo reserves the right to amend these GTC at any time and for any reason at its discretion. The Customer shall be informed of any changes to these GTC impacting their engagement with RobCo in writing (email being sufficient) before such changes take effect. The Customer shall be entitled to object to the validity of any amendments to these GTC of which it is notified pursuant to the foregoing within ten (10) days of such notification from RobCo, and if RobCo and Customer cannot in good faith resolve such objection during that ten (10) day period, Customer may terminate these GTC with notice to RobCo. If the Customer fails to object to any such amendments, they shall become part of the terms and conditions governing such Customer's receipt of the RobCo Services, effective as of the expiration of the ten (10) day period following RobCo's notice.

### 2 RobCo Services

2.1 The services provided by RobCo to the Customer under these GTC (collectively, "**RobCo Services**") generally consist of the following elements:

2.1.1 Permanent provision of robot arms, spare parts and other equipment ("**Hardware**") to the Customer (such provision of Hardware, a "**Hardware Sale**");

2.1.2 Temporary provision of hardware to the customer (a "**Hardware Rental**");

2.1.3 Temporary provision of the "RobCo Studio" software platform ("**RobCo Software**") for use by personnel of the Customer in the form of a temporary software license ("**Software Provision**");

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2.1.4 Service and support services in connection with the use and replacement of Hardware by the Customer ("**Service and Support Services**");

2.1.5 Design, installation and/or implementation work in connection with the provision of Hardware as part of projects for the Customer ("**Project Services**"); and

2.1.6 Consultancy and training services in connection with the use of Hardware by the Customer ("**Consulting Services**").

2.2 In addition to the General Provisions included in Section A of these GTC, the respective (i) Supplementary Provisions for the Sale of Hardware included in Section B of these GTC, (ii) Supplementary Provisions for Hardware Rental included in Section C of these GTC, (iii) Supplementary Provisions for the Provision of Software included in Section D of these GTC, (iv) Supplementary Provisions for Service and Support included in Section E of these GTC, (v) Supplementary Provisions for Project Services included in Section F of these GTC and (vi) Supplementary Provisions for Services included in Section G of these GTC (such supplementary provisions described in the foregoing items (i) – (vi), collectively, the "**Supplementary Terms**") shall apply, as applicable, to any provision of RobCo Services. Where applicable to a particular Customer, the Supplementary Terms shall supersede the General Provisions included in Section A of these GTC insofar as they contradict them.

2.3 RobCo shall use carefully selected employees or third-party subcontractors with the respective required qualifications to provide the RobCo Services. RobCo shall be entitled at any time to replace its own employees or third parties used for the performance of the RobCo Services for a particular Customer with employees or third-party subcontractors with comparable qualifications and experience to those personnel originally assigned to provide the RobCo Services to such Customer. If any employees or third-party subcontractors selected by RobCo for performance of the RobCo Services have been communicated to the Customer by name, RobCo shall inform the Customer of any replacement to such personnel.

2.4 The agreed remuneration described in the Order Terms covers only the scope of the RobCo Services documented in such Order Terms. Agreed additional RobCo Services shall be invoiced to the Customer separately on the basis of agreed prices. Insofar as the description of the RobCo Services included in the Order Terms contains unintentional gaps or ambiguities, RobCo shall be entitled to adjust such description accordingly at its reasonable discretion upon written notice to the Customer (email being sufficient).

2.5 For any Hardware furnished to the Customer and for any Software Provisions, the Customer shall receive relevant documentation related thereto (including operating instructions or a user manual) provided by RobCo in digital form, unless otherwise agreed in the Order Terms.

2.6 Copyright notices, serial numbers and other features serving to identify the Hardware may not be changed or removed from the Hardware or corresponding documentation.

2.7 For any Hardware sold to the Customer, RobCo assigns to Customer all right, title and interest in the Hardware, and Customer shall henceforth be the sole and exclusive owner of the Hardware. For clarity, Customer acknowledges that RobCo retains all intellectual and proprietary rights in the Hardware. Customer further acknowledges that it may be required to license the RobCo Software to operate the Hardware, and that the Hardware might not function properly without the RobCo Software. For clarity, Customer's purchase of the Hardware does not include title to the RobCo Software, and subject to Customer's limited license rights set forth in these GTC, RobCo shall retain sole and exclusive ownership of the RobCo Software.

2.8 Notwithstanding anything to the contrary in these GTC or any other documents (including but not limited to Order Terms), the RobCo Software is licensed to Customer and not sold; it is the property of RobCo. Subject to the terms and conditions of these GTC, during the time Customer is in possession of and authorized to use the Hardware, RobCo grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Software, solely as necessary for Customer to use the Hardware. All rights not expressly granted to Customer are reserved by RobCo and its licensors.

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### 3 General Obligations of the Customer

3.1 The Customer acknowledges its duties to cooperate (as stated in these GTC and, if applicable, additionally in the Order Terms) as a prerequisite for the provision of RobCo Services and as its contractual obligations.

3.2 The customer shall designate in writing (email being sufficient) at least one (1) contact person for RobCo and a physical and email address at which the contact person can be reached. The contact person shall be in a position to make the necessary decisions for the Customer relating to the RobCo Services or to bring about such decisions without delay.

3.3 The Customer shall be solely responsible for the definition, documentation and execution of its processes within the scope of application of the RobCo Services, in particular with regard to the configuration of the Hardware and the RobCo software, system administration, usage guidelines as well as other applicable legal requirements.

3.4 If the Customer does not fulfill its duty to cooperate described in these GTC, does not do so properly or is late in doing so, and if RobCo is therefore unable to provide the RobCo Services in accordance the Order Terms applicable to such Customer, RobCo shall not be liable for any disadvantages incurred by the Customer resulting therefrom. Any additional expenditure caused by the Customer, in particular for extended provision of the personnel or material resources necessary for provision of the RobCo Services, shall be additionally invoiced the Customer at the agreed prices. Any other further rights of RobCo due to the customer's failure to cooperate or insufficient cooperation shall remain unaffected.

3.5 Customer shall not, directly or indirectly: (i) use the Hardware or the RobCo Software for the benefit of any third party, or to develop or market any product, software or service that is functionally similar to or derivative to the Hardware or the RobCo Software, or for any other purpose not expressly permitted herein; (ii) permit any third party to access, inspect, disassemble, or use the Hardware or RobCo Software; (iii) use the Hardware other than as instructed by RobCo or combine the Hardware with other products, other than as contemplated for the permitted use of the Hardware, or remarket the Hardware without RobCo's prior written agreement; (iv) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the RobCo Software, to any third party; (v) alter, modify, debug, reverse engineer, decompile, disassemble the RobCo Software or the Hardware itself or by any third party; or (vi) otherwise attempt to derive or gain access to any RobCo Software (including source code) associated with the Hardware. Customer shall keep all passwords and access codes provided to it for the RobCo Software secure, and shall be responsible for all use of the RobCo Software using passwords or access codes issued to Customer. Customer shall notify RobCo immediately of any actual or suspected unauthorized use of its passwords or access keys for the RobCoSoftware; or (g) Customer will not export, reexport, transfer or retransfer the Hardware and/or related RobCo Software without first obtaining approval from RobCo.

3.6 Customer shall comply fully with all applicable laws, regulations, ordinances and industry safety standards applicable to the operation of the Hardware. Customer shall comply fully with all applicable safety-related laws, rules and regulations of any governmental body having jurisdiction to regulate the operation and use of the Hardware. Customer shall obligate all persons and entities using the Hardware to comply with such industry standards, laws, rules or regulations applicable to such person or entity. Customer shall be responsible for providing suitable facilities and environment necessary for operation of the Hardware in accordance with RobCo's instructions for use and maintenance. Customer shall defend, indemnify and hold RobCo harmless against any expense, loss, costs or damages relating to any claimed failure by Customer or its users to comply with the instructions provided by RobCo, and such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from use, operation or contact with the Hardware. Customer will be responsible for all loss of or damage to the Hardware (including but not limited due to theft, fire, vandalism and damage during use).

### 4 Prices and Terms of Payment

4.1 The prices identified in the Order Terms are net prices. Prices and times for invoicing shall be specified in the offer. Unless otherwise stipulated in the offer, the Customer shall pay in advance for the RobCo Services.

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4.2 If any amount owed to RobCo is calculated on the basis of "person days" or similar, such a "day" shall correspond to up to eight hours per person in the period from 9:00 a.m. to 6:00 p.m. on working days at RobCo's place of business (Monday-Friday). RobCo shall charge for each quarter of an hour started by any personnel performing the RobCo Services.

4.3 Invoices are due and payable by the Customer within thirty (30) days of receipt. Payment by the Customer may be made by check, wire transfer of immediately available funds or by other payment methods specified in the Order Terms. Any discounts offered to the Customer for the RobCo Services will be excluded from applicable invoices.

4.4 RobCo shall be entitled to increase the prices for the RobCo Services described in any Order Terms, as necessary to reflect cost increases to RobCo, for the first time after the expiry of one (1) year after the commencement of engagement with the Customer, and at most once per year, with an advance written notice (email being sufficient) period to the Customer of three (3) months. RobCo may pass on any additional cost increases for advance services of third parties, unless RobCo has caused such increases. Should costs for any RobCo Services described in Order Terms increase by more than 10% in aggregate, the Customer shall be entitled to terminate RobCo's engagement with effect from the date on which the increase giving rise to such termination right takes effect, subject to an advance written notice (email being sufficient) period of six (6) weeks after the Customer's receipt of the request for such increase. The announcement of a price adjustment shall be made by e-mail to the address deposited with RobCo for contract communication.

4.5 RobCo shall charge an agreed-upon fee for travel expenses and travel time for travel to locations within the United States. RobCo shall invoice the Customer for travel to locations outside of the United States on the basis of a separate agreement.

## 5 Indemnification; Limitation of Liability

5.1 RobCo will indemnify, defend and hold harmless, at its own expense any action against all claims, suits, damages, liabilities, costs, and expenses ("**Claims**") (including reasonable attorneys' fees) against the Customer brought by a third party to the extent that the action is based upon a claim that the Hardware or the RobCo Software infringes any U.S. patents issued as of the effective date of the applicable Order Terms, U.S. copyrights, U.S. trademarks, or trade secrets recognized under the Uniform Trade Secrets Act, and RobCo will pay those damages finally awarded against the Customer in any such action that are specifically attributable to such Claim or those damages agreed to in a monetary settlement of such action. The foregoing obligation is conditioned on (a) the Customer notifying RobCo promptly in writing (email being sufficient) of such action, (b) the Customer giving RobCo sole control of the defense thereof and any related settlement negotiations, and (c) the Customer cooperating with RobCo and, at RobCo's request and expense, assisting in such defense. If any Hardware or the RobCo Software becomes, or in RobCo's opinion is likely to become, the subject of an infringement claim, RobCo may, at its option and expense, either (a) procure for the Customer the right to continue using such Hardware or the RobCo Software, (b) replace or modify such Hardware or the RobCo Software so that it becomes non-infringing, or (c) accept return of the affected Hardware and RobCo Software and refund to the Customer the fees actually paid by the Customer to RobCo for the affected Hardware or RobCo Software, in which case the Customer's right to use such Hardware or RobCo Software will be terminated. Notwithstanding the foregoing, RobCo will have no obligation under this clause 5.1 or otherwise with respect to any infringement claim based upon (i) any use of Hardware or the RobCo Software not in accordance with these GTC or the Order Terms or for purposes not intended by RobCo, (ii) any use of Hardware or the RobCo Software in combination with other products, equipment, software, or data not supplied by RobCo, or (iii) any modification or alteration of Hardware or the RobCo Software by any person other than RobCo or its authorized representatives, and the Customer will indemnify, defend, and hold RobCo harmless from and against all claims, suits, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to such infringement claim. This clause 5.1 states RobCo's entire liability, and Customer's sole and exclusive remedy, for infringement claims and actions.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROBCO BE LIABLE (UNDER ANY THEORY OF LIABILITY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING FOR LOSS OF DATA, LOSS OF PROFITS, DAMAGE TO ANY SOFTWARE AND HARDWARE SYSTEMS AND INFORMATION TECHNOLOGY OPERATING ENVIRONMENTS, UNINTENDED FAILURE OF ANY SOFTWARE AND HARDWARE SYSTEMS AND INFORMATION TECHNOLOGY OPERATING ENVIRONMENTS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THESE GTC, THE ORDER TERMS OR ROBCO'S PROVISION OF THE ROBCO SERVICES, EVEN IF ROBCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A CLAIM

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PURSUANT TO CLAUSE 5.1, ROBCO'S AGGREGATE CUMULATIVE LIABILITY TO THE CUSTOMER ARISING FROM OR RELATING TO THE ROBCO SERVICES, THESE GTC, OR ORDER TERMS SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE TO ROBCO HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

### 6 Confidentiality and Data Protection

6.1 Each of RobCo and the Customer shall keep confidential all information of the other party that comes to their knowledge in the course of their commercial relationship and that requires confidentiality, i.e. protect it with due care against disclosure to unauthorized persons, and to use such information only as required for the performance of these GTC. Authorized persons within the meaning of this provision are the subcontractors, agents and advisors used in accordance with these GTC as well as employees of RobCo or the Customer. The parties undertake to involve disclose confidential information to those employees or third parties to whom they have previously committed to confidentiality in a comparable form.

6.2 All information of a party – irrespective of its form – which is marked in writing as requiring confidentiality or whose need for confidentiality clearly results from its nature, in particular business and trade secrets, shall be classified as confidential.

6.3 Confidential information protected by these GTC does not include information that a receiving party can demonstrate either (a) is or was in the public domain other than as a result of the receiving party's breach of these GTC, (b) was already in the possession of the receiving party without an obligation to maintain its confidentiality, (c) was developed independently by the receiving party without the use of or reference to confidential information of the disclosing party, or (d) is lawfully acquired from a third party who was not under an obligation to maintain confidentiality of such information. The receiving party may disclose confidential information as required by law, regulation, or judicial process to be disclosed, with prior written notice to, and reasonable cooperation with, the disclosing party.

6.4 Each party shall comply with the applicable provisions of data protection law, in particular those applicable in the United States, and shall direct their employees deployed in connection with these GTC or the Order Terms to comply with this clause 6. To the extent that RobCo processes personal data in the course of providing its services under these GTC or the Order Terms, RobCo shall do so in accordance with RobCo's Privacy Policy (as the same may be amended from time to time).

6.5 Within the scope of the RobCo Services, RobCo shall be entitled to retain copies of the project documents for purely internal purposes, even if these contain information requiring confidentiality. However, this entitlement does not imply any obligation, i.e. RobCo may in particular not reserve any storage capacities beyond the period of the project processing. The Customer shall be solely responsible for the storage of its project information and results.

6.6 The confidentiality obligations described herein shall continue for three (3) years following the termination of these GTC.

### 7 Term and Termination

7.1 The term of any engagement of RobCo to provide the RobCo Services will be described in the Order Terms applicable to such engagement, and these GTC will remain active for as long as any Order Terms between the Customer and RobCo are outstanding.

7.2 Notwithstanding the foregoing, unless otherwise stated in the Order Terms (i) RobCo may terminate any outstanding or ongoing Order Terms at any time upon thirty (30) days' prior written notice (email being sufficient) to the Customer and (ii) either the Customer or RobCo may terminate any outstanding or ongoing Order Terms upon delivery of written notice (email being sufficient) to the other party if the other party either (a) materially breaches the Order Terms of these GTC and does not cure such breach within thirty (30) days of delivery of written notice (email being sufficient) of such material breach or (b) fails to pay any amounts owed under the Order Terms when due and does not cure such breach within thirty (30) business days of delivery of written notice (email being sufficient) of such failure. The obligations intended to survive termination or expiration of the Order Terms or these GTC, including clauses 4, 5, and 6 of this Section A of these GTC, clause 8.5 of this

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Section A of these GTC, clause 4 of Section B of these GTC, clause 3 of Section D of these GTC, clause 6 of Section F of these GTC and clause 3 of Section G of these GTC, will continue in full force and effect and any payment obligations that accrued prior to the termination or fulfillment of any Order Terms will survive the termination or fulfillment of such Order Terms for any reason.

7.3 Notices of termination must be made in writing. Notices of termination by e-mail are permissible and, if sent by Customer, must be sent to the address [sales@RobCo.de](mailto:sales@RobCo.de).

## 8 Miscellaneous

8.1 Upon prior consent of either party, the Customer and RobCo may use each other's companies and brands publicly as a reference. In addition, the Customer shall have the option to act as a reference customer for RobCo on the basis of a separate agreement.

8.2 The assignment of the Customer's rights or obligations under the contract to third parties shall be permitted only with RobCo's prior written consent.

8.3 Offsetting by the Customer is only possible with an undisputed or legally established counterclaim.

8.4 These GTC, the Order Terms, and any disputes arising therefrom, will be governed by the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to transactions under these GTC, or any Order Terms governed hereby. Any action or proceeding arising from or relating to the transactions under these GTC, or any Order Terms governed hereby, must be brought in a state or federal court located in San Francisco, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding, except that either party may file a claim or take action in any court having jurisdiction to protect its intellectual property or confidential information. RobCo and the Customer will attempt to settle any claim or controversy arising out of these GTC or the Order Terms through consultation and negotiation in good faith; provided, however that this does not preclude either party from initiating a legal proceeding. The Customer's performance under these GTC or the Order Terms will not be suspended during the period of any dispute.

8.5 The legal relationship between the parties shall be governed by the laws of the State of Delaware.

## **B. Supplementary Provisions for the Sale of Hardware**

### **1 Scope of Services**

1.1 Within the scope of the Hardware Sale, RobCo shall provide the following services to the Customer:

1.1.1 Permanent provision of Hardware.

1.2 The functionality of Hardware in detail as well as any supplementary services provided by RobCo are described in more detail in the Order Terms. The installation and commissioning of Hardware shall be the responsibility of the Customer, unless otherwise stipulated in the Order Terms. Insofar as RobCo is responsible for the installation and commissioning of the Hardware, the Supplementary Provisions for Project Services included in Section E of these GTC shall apply.

### **2 Provision of Hardware**

2.1 Delivery shall be made "Free Carrier Works" (FCA in accordance with Incoterms 2020); this also corresponds to the place of performance for the delivery and any subsequent performance. At the Customer's request and expense, the Hardware shall be shipped to another destination. Unless otherwise agreed, RobCo shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself. Shipment dates are estimates and not guaranteed. RobCo shall not be liable for costs, expenses or damages incurred by any party due to shipment or delivery after any estimated date. Any liability of RobCo for non-delivery of the Hardware shall be limited to replacing the Hardware within a reasonable time or adjusting the invoice respecting such Hardware.

2.2 Unless otherwise agreed in the Order Terms, the Customer shall be responsible for connecting the Hardware to the power and data network at the installation site. It is also the Customer's responsibility to ensure that the Hardware is ready for operation at the installation site.

2.3 The instruction and training of the Customer and its users by RobCo is not owed within the scope of the sale of Hardware, and such instruction and training must be separately accounted for in the Order Terms, if requested.

2.4 The Customer shall check the general operational readiness and completeness of the Hardware supplied and confirm its provision.

### **3 Reservation of Self-Delivery; Obstacles to Performance; Default in Acceptance**

3.1 Due to RobCo partly procuring Hardware from suppliers, RobCo's obligation to deliver is subject to timely and correct self-delivery by such suppliers.

3.2 Impediments to performance for which RobCo is not responsible shall lead to a corresponding extension of the performance period. This shall apply in particular to lack or absence of self-supply (see clause 3.1 above), force majeure, war, natural disasters, traffic or operational disruptions, impeded import, shortage of energy and raw materials, official measures and labor disputes, as well as the breach of duties or obligations to cooperate on the part of the Customer. RobCo shall be entitled to withdraw from the Order Terms if the impediment to performance continues for an unknown period of time and the purpose of such Order Terms is jeopardized. If the impediment lasts longer than two (2) months, the Customer shall be entitled to withdraw from the Order Terms with regard to the part not yet fulfilled, unless the Customer is entitled to withdraw from the Order Terms as a whole pursuant to their terms.

3.3 An extension of the performance period shall also occur if the parties negotiate a change in the performance of the RobCo Services or RobCo submits a supplement to the Order Terms to the Customer in the event that assumptions included in the Order Terms, as constituted prior to such supplement, turn out to be incorrect.

3.4 RobCo's compliance with its delivery obligation shall be conditional upon the timely and proper fulfillment of the Customer's obligations.

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### **4 Retention of Title**

4.1 RobCo shall retain title to the Hardware supplied by RobCo until the Customer has fully paid for such Hardware in accordance with the Order Terms.

4.2 The Customer is obligated to treat the Hardware with care. Insofar as maintenance and inspection work is required, the Customer will be responsible for the same at its sole expense.

### **5 Warranty for Material Defects in Purchased Hardware**

5.1 EXCEPT AS PROVIDED ABOVE, THE HARDWARE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. "AS AVAILABLE" REFERS TO THE AVAILABILITY OF UNIT INVENTORY. AT OR BEFORE THE TIME OF EXECUTION OF A SALES ORDER, ROBCO WILL ADVISE CUSTOMER OF THE ANTICIPATED TIMELINE FOR DEPLOYMENT. RobCo does not warrant that the operation of the Hardware will be uninterrupted or error free nor that the Hardware is not vulnerable to fraud or unauthorized use. ROBCO DOES NOT WARRANT THAT THE HARDWARE OR ROBCO SOFTWARE RELATED THERETO OR ANY FEATURES OR FUNCTIONALITIES WILL BE AVAILABLE AT ANY TIME IN THE FUTURE. CUSTOMER ACKNOWLEDGES THAT ANY MOVEMENT OR MODIFICATION OF THE HARDWARE PLACEMENT MAY CAUSE THE HARDWARE TO FAIL OR OTHER DAMAGE TO PERSONS OR PROPERTY. ROBCO MAKES NO WARRANTY OF ANY KIND THAT THE HARDWARE OR RESULTS OF THE USE OF THE HARDWARE, WILL MEET ACHIEVE ANY INTENDED RESULT. ROBCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW OR OTHERWISE) REGARDING THE HARDWARE AND ITS PERFORMANCE OR SUITABILITY FOR CUSTOMER'S INTENDED USE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.



## **C. Supplementary Provisions for Hardware Rental**

### **1 Scope of Services**

1.1 Within the scope of the rental, RobCo shall provide the following services to the customer during the term of the Order Terms applicable thereto:

1.1.1 Temporary provision of Hardware to the Customer.

1.2 The functionality of the Hardware in detail as well as any supplementary RobCo Services are described in more detail in the Order Terms. The installation and commissioning of the Hardware shall be the responsibility of the Customer, unless otherwise stipulated in the Order Terms. Insofar as RobCo is responsible for the installation and commissioning of the Hardware, the Supplementary Provisions for Project Services included in Section E of these GTC shall apply.

1.3 Certain provisions of Section B of these GTC, including sections B.2, B.3, and B.5 shall apply accordingly with respect to the rental of Hardware by the Customer, and such sections are hereby incorporated, *mutatis mutandis*, in this Section C of these GTC by reference.

### **2 Special Obligations of the Customer**

2.1 The Customer shall notify RobCo in writing of any intended changes to the respectively agreed conditions of use or system environment.

2.2 The Customer shall ensure the proper use of the Hardware and its proper operation by sufficiently qualified personnel.

2.3 The Customer shall follow RobCo's care and use instructions, in particular the instructions contained in the user manuals provided to it, as far as it can reasonably be expected to do so.

2.4 The Customer shall notify RobCo immediately of any defects that occur with respect to the Hardware and shall support RobCo in investigating and clarifying the defect to the extent reasonable. This shall include, in particular, submitting written defect reports to RobCo upon its request and providing other data and protocols that are suitable for analyzing the defect.

## **D. Supplementary Provisions for the Provision of Software**

### **1 Scope of Services**

1.1 Within the scope of the software provision, RobCo shall provide the following services to the Customer during the term of the Order Terms applicable thereto:

1.1.1 Temporary provision of the RobCo Software for use by users of the Customer in accordance with these GTC and applicable Order Terms in a data center commissioned by RobCo;

1.1.2 24x7 operation of the RobCo Software with an annual average availability of 98.0% on working days (Monday-Friday). RobCo occasionally takes up maintenance windows for maintenance work of various kinds related to the RobCo Software. This maintenance work is carried out - except in emergencies - on working days between 8 p.m. and 6 a.m., on weekends and public holidays in Germany. Maintenance periods which meet these requirements shall be deemed to be periods during which the RobCo Software are available.

1.1.3 Support of the Customer and its users in setting up and using the RobCo Software by email.

1.2 The functionality of the RobCo Software in detail as well as any supplementary RobCo Services are described in more detail in the Order Terms. The range of functions that can be used by the Customer also depends on the respective service package agreed with the Customer and described in the Order Terms. At the end of the term of a service package, the RobCo Software may only be usable in a basic functionality.

1.3 RobCo shall be entitled to change the functional scope of the RobCo Software during the term of the Order Terms. RobCo shall notify the Customer of technical changes in due time, but at least two (2) weeks in advance.

1.4 The Customer agrees that RobCo may use the machine data generated at the Customer's premises in the course of using the RobCo Software and automatically transmitted to RobCo without reference to persons for its own purposes, in particular for usage analysis and optimization of the RobCo Services. RobCo shall ensure that the transmission and use of the data does not cause any operational interests of the Customer pertaining to confidentiality to be violated.

### **2 Special Obligations of the Customer**

2.1 The provision of the RobCo Software is subject to certain requirements with regard to the technical infrastructure used at the Customer's premises. The Customer shall inform itself of and observe the essential functional features of the RobCo Software and its technical requirements (e.g. with regard to browser, hardware and network connection). The Customer shall bear the risk as to whether the RobCo Software meets its requirements and circumstances.

2.2 Technical requirements and specifications pursuant to clause 2.1 may change from time to time, in particular in connection with updates of the RobCo Software. RobCo shall inform the Customer at least two (2) weeks prior to any change in such requirements and specifications. The Customer shall implement current requirements and specifications for proper use of the RobCo Software without delay.

2.3 If there is an infringement of the Customer's rights of use the RobCo Software, the Customer shall cooperate to the best of its ability in the clarification of infringing acts and their scope, in particular by informing RobCo of the corresponding infringing act.

### **3 Copyright and Rights of Use**

3.1 Upon payment of the fees owed pursuant to any Order Terms, RobCo grants users of the Customer the non-sublicensable, non-transferable, non-exclusive right, limited in time and content to the term of the Order Terms in accordance with the following provisions, to access the RobCo Software by means of telecommunications and to use the functionalities associated with RobCo Software by means of a browser in accordance with the Order Terms and these GTC. The Customer shall not receive any further rights, in particular to the RobCo Software or the software application on which the RobCo Software is based.

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3.2 The Customer is not entitled to use the RobCo Software beyond the use described in applicable Order Terms or to have it used by third parties or to make it accessible to third parties. In particular, the Customer is not permitted to reproduce, sell, rent, lend, or otherwise temporarily transfer the RobCo Software or parts thereof.

3.3 The right of use the RobCo Software described above relates only to the latest version of the RobCo Software made available by RobCo and all rights to use out of date versions of the RobCo Software expire automatically once updates are made available to the Customer.

## **E. Supplementary Provisions for Service and Support**

### **1 Scope of Services**

1.1 Depending on the Order Terms, RobCo shall provide the following service and support services to the Customer during the term of the Order Terms in connection with the use and replacement of Hardware by the Customer:

1.1.1 Exchange service for Hardware (i.e., module exchange); and

1.1.2 Support services relating to the operation and use of the Hardware and/or the RobCo Software.

1.2 The scope of the service and support services in detail as well as any supplementary services provided by RobCo are described in more detail in the Order Terms applicable thereto. The scope of services also depends on the respective service package agreed with the Customer.

### **2 Exchange Service for Hardware**

2.1 Within the framework of the exchange service for Hardware described herein, the Customer is entitled to replace a number of delivered (i.e. purchased or rented) Hardware (in particular robot modules) (any such Hardware being replaced, "**Old Hardware**"), depending on the booked service package described in the Order Terms (any such Hardware provided to the Customer as a replacement for Old Hardware, "**New Hardware**").

2.2 Unless otherwise agreed in the Order Terms, the Customer will be responsible for the dismantling, removal and shipment of the Old Hardware at its sole expense. The exchange of defective and/or damaged Old Hardware is excluded from this Section E of these GTC.

2.3 New Hardware provided by RobCo as part of the exchange service described in this Section E of these GTC may be new or have already been used by other customers insofar as such used New Hardware functions as new (i.e., refurbished quality).

2.4 If the Old Hardware was provided by way of a Hardware Sale, Section B of these GTC shall apply to the provision of the New Hardware.

2.5 If the Old Hardware was provided by way of Hardware rental, Section C of these GTC shall apply to the provision of the New Hardware.

### **3 Support Services / Service Level Agreement**

3.1 Unless otherwise agreed in the Order Terms, the service commitments pursuant to this Clause 3 shall apply to RobCo's support services. The scope of support services shall also depend on the service package agreed with the Customer and memorialized in the Order Terms.

3.2 Helpdesk / Support Hours:

3.2.1 RobCo shall set up a helpdesk for support during support hours, which is staffed with professionally qualified and experienced personnel. For the avoidance of doubt, support hours, for purposes of these GTC will be the period from 9:00 a.m. to 9:00 p.m. Eastern Standard Time (EST) on working days (Monday-Friday). Only if expressly agreed, a telephone on-call service shall be available to the Customer outside the support hours. Support times and media are described in the Order Terms.

3.2.2 Outside the support hours, the Customer can only report errors via a telephone on-call service if this has been contractually agreed with RobCo that such telephone on-call service will be available to the Customer. If error reports are initiated outside the support hours via e-mail or other telephone numbers, these shall only be deemed to have been made at the commencement of the next set of supervised support hours.

## E. Supplementary Provisions for Service and Support

### 3.3 Interference Suppression:

3.3.1 In the event of an error, RobCo shall respond to the Customer's error message within the agreed response time within the support times.

3.3.2 A successful elimination of the functional impairment within the response times is not guaranteed by RobCo.

3.3.3 The decisive factor for the initiation of the response times is the receipt of a qualified error message from the Customer by the helpdesk via the agreed contact channels.

3.3.4 An error message is only to be assessed as qualified if the described error is reproducible (i.e. the operating situation and the working environment are described sufficiently precisely that a qualified RobCo employee can trigger the error himself at any time).

3.3.5 Each error message should also contain as precise a description as possible of the functional impairment and the time at which it was first detected. If the error only occurs at individual workplaces, these are to be designated in the report.

3.3.6 If the Customer has made a change to its own system before the error occurred, this must also be reported to RobCo.

### 3.4 Dealing with Non-compliance with Service Levels:

In the event that service levels described in the Order Terms are not met, RobCo and the Customer shall establish the following procedure:

3.4.1 RobCo notifies the Customer or the Customer asks RobCo to analyze the service level data.

3.4.2 RobCo will promptly determine the (possible) cause of the malfunction (if known) in order to maintain the service level.

3.4.3 Unless pursuit of the failure is waived, RobCo shall develop a corrective action plan, submit it to the Customer for written confirmation (which shall not be unreasonably withheld or delayed) and implement it within a reasonable period of time (and in accordance with the agreed deadlines) after confirmation has been given.

3.4.4 RobCo has not violated any service levels to the extent that the root cause analysis (properly performed by RobCo) shows that the non-compliance with the relevant service level was caused by the Customer.

## **F. Supplementary Provisions for Project Services**

### **1 Scope of services**

1.1 RobCo shall provide the following project services for the Customer in particular:

1.1.1 Design, installation and/or implementation work in connection with the provision of Hardware as part of projects for the Customer (collectively, the "**Project Services**").

1.2 RobCo's project services are described in detail in the Order Terms applicable thereto.

### **2 Provision of the Project Services**

2.1 RobCo shall be responsible for performing the Project Services diligently in accordance with the principles of proper professional practice within the agreed time frame, such performance to be in consultation with the Customer.

2.2 Unless otherwise provided in the Order Terms, each party remains individually responsible for compliance with all laws and regulations applicable to its services / spheres of performance relative to the Project Services. In discharging such responsibilities, neither party will engage in any activity that violates any applicable laws.

2.3 The Customer and RobCo shall commence performance of the Project Services at the agreed time with the implementation of the Customer's requirements documented in the Order Terms (and, if applicable, additional terms agreed and documented as a specification sheet in a suitable form (e.g. in a ticket system, the details of which are agreed by the Customer and RobCo).

2.4 The provision of the Project Services may be based on a specific project schedule, insofar as such a schedule is described in the Order Terms.

### **3 Activity of RobCo Employees at the Customer's Premises**

3.1 If Project Services are provided by RobCo's employees or third-party subcontractors at the Customer's premises, the Customer shall provide and maintain a suitable premises and equipment at its own expense, unless RobCo has undertaken to do so in the applicable Order Terms.

3.2 The Customer shall, at its own expense, take suitable organizational and spatial measures to ensure that RobCo's employees or third-party subcontractors are not integrated into the Customer's operations.

3.3 The Customer shall have no right to issue instructions to RobCo's employees or third-party subcontractors. The Customer's right to issue instructions within the scope of service contracts or contracts for work and services may only be exercised by way of direction given to a legal representative or a person of RobCo designated as authorized to represent RobCo.

3.4 RobCo shall bear the tax and social security burdens associated with its work for the Customer for itself and its employees. RobCo shall be responsible for the fulfillment of all claims arising from the employment relationship of the persons working for and with it and remain in compliance with statutory minimum wage regulations applicable to its employees.

### **4 Contract Amendments / Request-for-Change Procedure**

4.1 Both parties have the ability to propose a change of the agreed Project Services to the other party ("**Request for Change**").

4.2 Unless otherwise agreed, all deviations from the Order Terms, in particular modified or additional or extended services, especially if they may affect the schedule for performance of RobCo Services, resources and budget/costs, shall constitute a change to the RobCo Services owed, thereby entitling RobCo to additional compensation for such RobCo Services.

## F. Supplementary Provisions for Project Services

4.3 After an appropriate review period, RobCo shall submit an offer to the Customer based on the submitted Request for Change, which shall, in particular, present the effects on costs and the original performance schedule - if any. The Customer shall be free to accept or reject the offer. In the event of an express rejection of the offer or with the expiry of five (5) business days after receipt without feedback by one of the parties, the original agreement described in the Order Terms and these GTC shall remain in force.

### 5 Acceptance

5.1 Performance of the Project Services undertaken by RobCo for the Customer shall be subject to acceptance by the Customer, unless expressly stipulated otherwise in the relevant Order Terms.

5.2 For the purpose of acceptance, RobCo shall provide the Project Services rendered complete and ready for acceptance and inform the Customer of such completion.

5.3 Acceptance requires that the Customer inspects the results of the Project Services, subjects them to an acceptance test and confirms their acceptance in writing (email being sufficient). The inspection shall commence no later than two (2) weeks after RobCo has provided the Project Services.

5.4 If faults are found during the acceptance test described above, they may be categorized as follows:

5.4.1 Defect class 1 (serious defects): Proper use is excluded in whole or in essential parts of the results of the Project Services. The operating procedure is impaired to such an extent that immediate remedial action is necessary.

5.4.2 Defect class 2 (Significant defects): The use as a whole or in essential parts of the results of the Project Services are impaired in such a way that reasonable work is only possible with considerable effort. A short-term remedy is required.

5.4.3 Defect class 3 (other errors): Use is not significantly impaired, rectification is necessary but not urgent.

5.5 If defects of defect class 1 or 2 are found, RobCo will be deemed to have failed the acceptance test. If only defects of defect class 3 are present, this shall not constitute a failure of acceptance of the relevant acceptance test. The Customer shall inform RobCo of the failure of any acceptance test and shall set a reasonable deadline for rectification.

5.6 Without prejudice to other rights under these GTC, the Order Terms or under applicable law, the Customer may reject Project Services that do not meet the agreed requirements. The Customer may not refuse acceptance due to insignificant defects. All defects shall be identified to RobCo in writing (email being sufficient) and shall be remedied within the scope of the warranty for defects.

5.7 If the Customer refuses acceptance due to defects that are not insignificant, the Customer shall notify RobCo thereof in writing (email being sufficient), describing such defects, and allow RobCo a reasonable period of time to remedy them. RobCo shall promptly remedy these defects within this period. Following remediation efforts by RobCo, the Customer will carry out another acceptance test for the results of such remediation efforts.

5.8 After the start of the acceptance test, the Customer shall declare acceptance of the RobCo Services in writing (email being sufficient) within one (1) month or notify RobCo of any defects preventing acceptance and that the Customer will be refusing acceptance. If the Customer does not declare acceptance after expiry of the aforementioned period upon written request by RobCo, the performance shall be deemed to have been accepted.

5.9 If any RobCo Services fail two (2) or more acceptance tests by the Customer, the Customer may withdraw from the portion of the Order Terms within the scope of which the defective RobCo Services were provided and, in the event of a culpable breach of duty by RobCo described in the Order Terms of these GTC, claim damages.

5.10 In the cases referred to in clause 5.9 above, RobCo shall have the right to withdraw from the applicable Order Terms if the failure of the acceptance results in additional costs for RobCo that are uneconomical and

## F. Supplementary Provisions for Project Services

therefore unreasonable. Such withdrawal shall not affect the Customer's rights under these GTC, the Order Terms or applicable law.

### **6 Rights of Use to Work Results**

6.1 Insofar as RobCo produces individual results (hereinafter referred to as "**Work Results**") within the scope of the provision of Project Services, RobCo shall grant the Customer a non-exclusive right of use of such Work Results, limited in time and space, for its internal business purposes. RobCo grants this right to the Customer subject to full payment for the RobCo Services to which such Work Results relate.

6.2 Clause 6.1 above does not apply to standard products that are part of the Work Results. Standard products include the RobCo Software or products of third parties that are subject to their own license conditions.

6.3 RobCo shall be entitled to make unrestricted use of the Work Results, including the know how acquired in the performance of the RobCo Services, in particular the concepts, procedures, methods and interim results on which the Work Results are based, while complying with its confidentiality obligations described in Section A of these GTC.

6.4 If, in the course of RobCo's performance of the RobCo Services, Work Results are created that are patentable, utility modelable or designable, RobCo shall be entitled to file an application for the corresponding property right in its own name and for its own account. To the extent required, RobCo shall grant the Customer the right to use any such property right together with the Work Results. No separate compensation shall be payable to RobCo for the foregoing property right license.



## **G. Supplementary Provisions for Services**

### **1 Scope of Services**

1.1 RobCo shall provide training services in connection with the use of Hardware by the Customer as an option and depending on the applicable Order Terms.

1.2 Such services are described in more detail in the Order Terms applicable thereto.

1.3 For the services provided in accordance with these GTC, RobCo shall only owe the activity, but not the success intended by the Customer, unless RobCo has contractually guaranteed a specific result of such services.

### **2 Trainings**

2.1 If RobCo agrees with the Customer on the provision of training services, the training shall take place in training rooms to be determined by RobCo. If the training takes place at the Customer's premises, the Customer shall be obliged to provide sufficient technical equipment required for the training at such premises free of charge. Training participants must have a basic knowledge of the technical field covered by the respective training. If RobCo incurs reasonable and documented travel costs, accommodation costs or other expenses in the course of the training, these expenses shall be reimbursed by the Customer.

2.2 Insofar as the costs of the training were not expressly listed in the Order Terms, these will be invoiced additionally according to expenditure.

### **3 Rights of Use to Work Results**

3.1 Insofar as RobCo produces individual results (hereinafter referred to as "**Work Results**") within the scope of the provision of services, RobCo shall grant the Customer a non-exclusive right of use of such Work Results, limited in time and space, for its internal business purposes. RobCo grants this right to the Customer subject to full payment for the RobCo Services to which such Work Results relate.

3.2 Clause 3.1 does not apply to standard products that are part of the Work Results. Standard products are in particular the RobCo Software or products of third parties that are subject to their own license conditions.

3.3 RobCo shall be entitled to make unrestricted use of the Work Results, including the know how acquired in the performance of the RobCo Services, in particular the concepts, procedures, methods and interim results on which the Work Results are based, while complying with its confidentiality obligations described in Section A of these GTC.

3.4 If, in the course of RobCo's performance of the RobCo Services, Work Results are created that are patentable, utility modelable or designable, RobCo shall be entitled to file an application for the corresponding property right in its own name and for its own account. To the extent required, RobCo shall grant the Customer the right to use any such property right together with the Work Results. No separate compensation shall be payable to RobCo for the foregoing property right license.

### **4 Impaired Performance**

RobCo warrants that the contractually agreed services will be performed diligently and in accordance with the standards customary in the industry, taking into account RobCo's special knowledge and experience. RobCo shall be liable for any breach of this obligation within the scope of the agreed limitation of liability included in Section A of these GTC.

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