

1. Scope and Definitions

This End User License Agreement (EULA) ("**EULA**") applies to the contractual relationship between the Wandelbots GmbH, Tharandter Straße 33, 01159 Dresden/Germany ("**Wandelbots**") and any end user acting as entrepreneur (section 14 of the German Civil Code ("**BGB**")), in form of natural or legal person or a partnership with legal personality, including any employees or vicarious agents of a company, using software products, hardware and related services provided by Wandelbots ("**Wandelbots Technology**") according to the terms of the EULA ("**End User**"). The End User confirms to meet these requirements and to act as a business entity/person.

This EULA applies to all software services, which the End User receives pre-installed on the hardware provided by Wandelbots ("**Pre-installed Software**"), which is made available to the End User for download ("**Downloadable Software**") or software made available directly via the Internet ("**Service Software**"; Downloadable Software, Service Software and any updates jointly and individually also the "**Wandelbots Software**").

The Wandelbots Software can only be used as outlined in the Product Description (as defined in Section 2 of this EULA).

Through the acceptance of this EULA by the End User, a direct contractual relationship between Wandelbots and the End User with respect to the Wandelbots Software and Wandelbots Technology is established.

Any changes to this EULA will be communicated to the End User at least in text form. If the End User does not object to such changes within a reasonable period of time after the notification, the changes will become effective. The End User will be informed separately about the right to object and the legal consequences of silence in case of any changes to the EULA. In the event of a duly objection, the changes will not affect the End User, but Wandelbots may be entitled to terminate this agreement with four weeks' prior notice.

2. Delivery and Granting of Rights, Updates, Support

End User is bound by this EULA either by explicit agreement or by linking to and including this EULA as contractual part when entering into an agreement with Wandelbots. The End User can always take knowledge of this EULA by accessing the following website: wandelbots.com/legal-terms.

Wandelbots offers the use of the Wandelbots Software according to the terms of this EULA, the product information on wandelbots.com and/or product sheet provided (together the "**Product Description**").

In case of Service Software, the End User receives access to the Wandelbots Software by activation after entering the required data, which Wandelbots will provide to the End User. Details hereto are set out below. In case of Pre-installed Software, the End User receives access to the Software by receiving the hardware. In case of Downloadable Software, the End User received access to the Wandelbots Software via downloading the Wandelbots Software.

Wandelbots provides the Service Software in its current version and Downloadable Software in the version released by Wandelbots and chosen by the End User at the router exit of the computer centre, in which the server with the Wandelbots Software is located ("**Delivery Point**") to the End User. The Delivery Point in case of Pre-installed Software is the provision of the hardware. For the Service 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 End User's IT infrastructure and the Delivery Point.

All intellectual property rights in connection with the Wandelbots Software remain with Wandelbots, unless they are expressly granted to the End User under this EULA.

With rental of the Wandelbots Software, payment of the agreed remuneration (if any) and activation (for example by registration, license file or key) provided and to the extent necessary for the contractual use of the rented Wandelbots Software, Wandelbots grants the End User the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the Software for the agreed contractual period, purpose and subject to the terms of this EULA; the End User accepts the granting of rights (the "**Software Rental License**"). In return, the End User grants a simple, worldwide, transferable, irrevocable license with respect to any feedback, work results and programming for improving the Wandelbots Technology.

A description of the Wandelbots Software, applicable hardware, technical requirements and limitations can be found in the Product Description. Apart from that, the Wandelbots Software is self-explanatory and does not include any installation instructions and/or documentation. In case of any problems, the technical support team of Wandelbots is available to the End User as described in the Product Description.

This EULA includes the provision of updates to the Wandelbots Software. These are carried out automatically and can exclude changes and/or removing or adding features. In case of upgrades, i.e. newer versions of the Wandelbots Software, an additional agreement or an increased license fee can become due. The End User has no contractual claim on upgrades.

Wandelbots provides technical support as outlined in the underlying product sheet. Support will only be provided with respect to the functionality of the Wandelbots Software. This does not cover any problems caused by the use of third-party software in connection with the Software or the use of telecommunications services.

If the End User acquires new versions, updates, upgrades, patches, further developments or other changes to the Wandelbots Software, the applicable version of this EULA as well as designated additional conditions shall apply.

End User is aware that the Wandelbots Software contains third party and open-source components and that these components are subject to the respective third party or open-source licenses, which are available on the website or as part of the Software or by appropriate request to Wandelbots.

End User agrees that Wandelbots uses any user feedback, the machine data and information provided by End User and/or generated in the context of the use of the Wandelbots Software at the End User and automatically transmitted to Wandelbots for its own purposes, including but not limited to analysing the use and the optimizing the Wandelbots Technology. Wandelbots ensures that through the transmission and use of such feedback, data and information no applicable legal rights of End User are violated.

3. Use of the Wandelbots Software

End User must use the Wandelbots Software in accordance with the purpose of the Software as defined in the Product Description, the provisions of these EULA, in accordance with the applicable laws and to the agreed extent. Prohibited use of the Wandelbots Software shall include but not be limited to:

- make the Wandelbots Software available to third parties;
- change, decompile, disassemble, reconstruct or in any other way edit the Software, unless as foreseen in Art. 69d and 69 e of the German Copyright Act;

- use the Wandelbots Software in a way that compromises safety of operators, other personnel or the machinery according to the limits specified by the machinery maker;
- use the Wandelbots Software with the goal of re-engineering, decompiling or otherwise modifying that could facilitate violation of Wandelbots rights and/or bypassing security features;
- use the Wandelbots Software to develop a competing software solution or help a third party to do so;
- use the Wandelbots Software to distribute illegal and/or infringing content;
- sell, license, rent, transfer or otherwise commercially exploit or make available the Wandelbots Software to third parties;
- overload or stress Wandelbots' hosting system in an overworking or inappropriate manner;
- introduce viruses, worms, bugs, corrupted files or other programs, which
- could damage or alter the Wandelbots Software and/or the systems of Wandelbots;
- use the Wandelbots Software in any purpose or way, which breaches applicable laws or industry-specific regulations, in particular, European Union, German, United States and other applicable export control laws, customs and foreign trade regulations; and/or
- use the Wandelbots Software for any purpose or in any way, other than what is stated in the Product Description or any individual agreement with End User.

Any subsequent use of the Software by the End User constitutes a copyright infringement.

4. Use Requirements

In order to use the Wandelbots Software, the End User must access the web or user interface provided by Wandelbots ("**Wandelbots Developer Portal**") and comply with the requirements and limitations set out in the Product Description.

The End user is required to observe the technical requirements. This shall include but not be limited to suitable hardware and a stable internet connection which is mandatory.

The use of the Wandelbots Software also requires the acceptance of this EULA as well as any additional use terms as requested by Wandelbots.

If the End User wants to permit its employees, contractors or engaged third party service providers to use the Software, those would also need to subscribe with Wandelbots and create their own user account and apply for the own license. Any End User can be held liable for other End Users acting under their contract model with Wandelbots. As outlined above, any license of Wandelbots is non-transferable and for any user account with Wandelbots, only one license will be granted. End User is not entitled to grant third parties access to their End User account or to make the Wandelbots Software available to third parties, unless Wandelbots and End User have agreed otherwise at least in text form.

5. End User Obligations; End User Account

In order to use the Wandelbots Software, End User has to register an End User account via the Service Software and choose a user name and password. The user name and password are data that End User must treat confidential and, in particular, must not disclose to third parties that are not Authorized Third Parties. The password should be changed on a regular basis via the settings in the End User account. End User undertakes to answer the information requested when setting up the End User account fully and truthfully and to notify Wandelbots of changes to this information immediately. Further details may be found in the Product Description.

In order to activate and use the Wandelbots Software or updates, End User must log in to the Wandelbots Developer Portal, either by using their authorized third party account or creating a new, individual account with Wandelbots. Access to functionality of the software can be subject to a prior check by Wandelbots.

The End User undertakes to reasonably support Wandelbots to fulfil its contractual obligations.

It is the End User's sole responsibility to regularly perform backups of their data.

6. Export Controls

End User will at all times comply with all applicable European Union, German and other applicable export control laws, customs and foreign trade regulations (the "**Foreign Trade Regulations**") in all respects with regard to the performance of this agreement. In case End User is the exporter of the Wandelbots Technology, End

User will obtain any licenses required for its export under Foreign Trade Regulations. In case Wandelbots is the exporter, End User undertakes to provide all necessary information truthfully.

End User confirms, that the Wandelbots Technology will not be used directly or indirectly for any purpose or in any way, which contravenes Foreign Trade Regulations.

End User confirms that it is not a natural or legal person, entity or body with which the conduct of any business or transaction is restricted or prohibited by Foreign Trade Regulations (a **"Sanctioned Person"**). End User warrants that it will immediately inform Wandelbots if it becomes a Sanctioned Person. End User ensures that the Wandelbots Technology will not be directly or indirectly made available to a Sanctioned Person.

Wandelbots has the right to suspend or terminate this EULA at any time if Foreign Trade Regulations preclude the performance of this agreement, in particular if a license required for export under Foreign Trade Regulations is not granted or Sanctioned Persons are involved in the performance of this agreement.

7. Term, Termination or Suspension

This EULA becomes effective with the End User's agreement and ends with expiration of the contract model ordered by the End User. Any termination of the contract model automatically includes a termination of this EULA and vice-versa. Any ordinary termination right of the parties shall be excluded, whereto the right to terminate the agreement for cause shall remain unaffected.

Wandelbots may suspend End User usage rights if End User culpably breaches Sections 2 (Delivery and Granting of Rights), 3 (Use of the Wandelbots Software), 5 (End User Obligations; End User Account) or 6 (Export Controls).

If not otherwise provided for in the Product Description the following shall apply: If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach (in text form), the non-breaching party may terminate this EULA for cause (*wichtiger Grund*). In particular, Wandelbots may terminate this EULA for cause if End User is in material breach of Sections 2 (Delivery and Granting of Rights), 3 (Use of the Wandelbots Software), 5 (End User Obligations; End User Account) or 6 (Export Controls) and/or does not meet the requirements of an End User as outlined under Section 1 of this EULA.

Upon termination of this EULA, End User must stop using the Software and destroy any copies of the Software.

8. Privacy

With respect to the processing of personal data by Wandelbots, the End User takes knowledge of the Wandelbots Privacy Policy available on wandelbots.com.

9. Special provisions for End Users in the United States

The provisions of this Section 9 will only apply to End Users based in the United States. Wandelbots provides the Wandelbots Technology, and Wandelbots Software to End User on an “as is” and “as available” basis and makes no warranties, whether express, implied, or statutory to end user regarding any of the foregoing, including any implied warranties of fitness for a particular purpose, merchantability, or non-infringement, and does not guarantee that the Wandelbots Technology, and Wandelbots Software will be uninterrupted or error-free. Wandelbots does not guarantee any particular results from use of the Wandelbots Technology, and Wandelbots Software and is not responsible for any results of End User’s use thereof.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WANDELBOTS BE LIABLE TO END USER FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY TOTAL AMOUNTS EXCEEDING THE FEES ACTUALLY PAID BY END USER TO WANDELBOTS IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM (IF ANY) OR \$50 USD, WHICHEVER IS GREATER.

To the maximum extent permitted by applicable law, End User will release, defend, indemnify, and hold Wandelbots and its officers, directors, employees, and agents, harmless from and against any damages, losses, claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from End User’s use of the platform or violation of this EULA.

10. Miscellaneous

Any linked information in this EULA shall become an integral part of this EULA, except for the data privacy policy.

The terms of this EULA shall be subject to the Laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

If End User is a merchant, the exclusive venue for any dispute arising from this contract is Dresden, Germany. The same applies, if End User has no general jurisdiction in Germany, or if their domicile or habitual residence are not known at the time the action is brought.

Notwithstanding the immediately preceding paragraph, for US-based entities, any dispute arising out of this EULA will be settled exclusively through binding arbitration administered in Wilmington, Delaware by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of IP Rights or breach of confidentiality. The prevailing party in any proceeding filed hereunder will be entitled to recover its reasonable attorney's fees and costs.

Changes, additions, or the cancellation of this EULA shall be subject at least to text form.

Should individual provisions of this EULA 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.

(Version: April 2024)