

Wandelbots General Terms and Conditions

These Wandelbots General Terms and Conditions consist of an introduction (A), terms applicable to Software (B), terms applicable to Professional Services and Hardware (C), and General Provisions (D).

A. Introduction

1. Scope and Applicability

- 1.1. The following General Terms and Conditions ("**Terms and Conditions**") of Wandelbots GmbH, Tharandter Straße 33, 01159 Dresden/Germany ("**Wandelbots**") apply for all agreements between Wandelbots and "**Customers**" acting as entrepreneurs (section 14 of the German Civil Code (BGB)), (Customer and Wandelbots each also referred to as "**Party**" and jointly the "**Parties**") with respect to the Wandelbots NOVA software or any other software provided by Wandelbots ("**Wandelbots Software**") as well as professional services and hardware provided in connection therewith (together "**Wandelbots Technology**"). "**Agreement**" means these Terms and Conditions combined with (i) an offer by Wandelbots signed by the Customer or (ii) an order placed by the Customer and confirmed by Wandelbots or any other agreement between Wandelbots and Customer for acquiring and using the Wandelbots Technology or any part thereof. In case of contradictions between the Terms and Conditions and the respective offer, order confirmation or other agreement, the terms laid out in the respective offer, order confirmation or other agreement shall prevail. Wandelbots offers the use of the Wandelbots Technology according to the terms of the Agreement, and the product information on wandelbots.com ("**Product Description**"). "**End User**" is any end user acting as entrepreneur (section 14 of the German Civil Code ("**BGB**")), in form of a natural or legal person or a partnership with legal personality, including any employees or vicarious agents of a company, using the Wandelbots Software or Wandelbots Technology.
- 1.2. The use of the Wandelbots Software is additionally governed by the terms of the End User License Agreement (EULA), available on wandelbots.com or otherwise provided in text form ("**EULA**"). In case of contradictions between the EULA and these Terms and Conditions, the terms laid out in these Terms and Conditions shall prevail.
- 1.3. Wandelbots does not accept any general terms and conditions of Customer and they shall not become a part of the Agreement. Any terms and conditions by Customer as well as any modifications to or deviations from these Terms and Conditions or any ancillary agreements are only binding on Wandelbots to such an extent as they have been expressly agreed to by Wandelbots, in writing.
- 1.4. Any changes to these Terms and Conditions will be communicated to the Customer at least in text form with reasonable advance notice before the planned effective date. If the Customer does not object to such changes within a reasonable period of time after the notification, the changes become effective. Customer will be informed separately about the right to object and the legal consequences of silence in case of any changes to these Terms and Conditions. In the event of a duly objection, the changes will not affect the Customer, but Wandelbots may be entitled to terminate this agreement with four weeks prior notice.

2. Offers and conclusion of contract

- 2.1. If not otherwise laid out in the respective offer, Wandelbots can accept an order from Customer within four (4) weeks, by sending an order confirmation. The order

confirmation shall contain the ordered products and/or services, the total value of the order, Wandelbots' payment instruction and account information.

- 2.2. Information provided by Wandelbots shall not be regarded as an offer and is subject to change and non-binding, unless Wandelbots has expressly designated them as binding.

3. General Customer Responsibilities

- 3.1. Customer must allow access to the Wandelbots Technology only to authorized personnel, affiliates, contractors or engaged third parties ("**Authorized Third Party**"), who shall be considered agents of the Customer (section 278 BGB). Any such access shall be solely for the Customer's internal business purposes, unless otherwise expressly permitted under the Agreement. As applicable, Customer is responsible for ensuring that such agents comply with the EULA and will be liable for any breach of the EULA by such agents.
- 3.2. Customer shall ensure that all End Users, including its employees and Authorized Third Parties, receive and comply with the documentation, operating instructions and safety requirements provided by Wandelbots to the extent necessary for the proper and safe use of the Wandelbots Technology.
- 3.3. Customer shall ensure that all hardware, including any robotics hardware, delivered or used in connection with the Wandelbots Technology is installed, commissioned, operated and maintained only by appropriately qualified and trained personnel and in accordance with all applicable documentation, operating instructions and safety requirements provided by Wandelbots, the respective manufacturers of the hardware or other components, as well as all applicable safety regulations.
- 3.4. Customer shall be solely responsible for ensuring the safe operation of its robots, machinery, systems and production environment, including compliance with all applicable occupational safety, machinery safety and regulatory requirements.
- 3.5. Customer shall ensure that all required protective measures, safety devices and operational safeguards are implemented and maintained in accordance with applicable laws, regulations and technical standards.
- 3.6. Customer acknowledges that according to the EU Machinery Directive (REGULATION (EU) 2023/1230), the manufacturer or importer of a machine in the EU is required to carry out CE certification.

B. Software

This Section B. applies exclusively if and to the extent the Agreement includes the licensing, rental or other provision of the Wandelbots Software. For End Users of the Wandelbots Software the terms of the End User License Agreement (EULA), available on wandelbots.com or otherwise provided in text form, apply.

4. Software Details, Licenses, Term, License Fees, Cloud Services

- 4.1. In general, the Wandelbots Software is provided to Customer after subscription and granting of one or more licenses to use the Wandelbots Software. It may be provided as locally deployed software, cloud-based software or a combination thereof, depending on the agreed deployment model. The functionalities and contract models of the Wandelbots Software are described in detail in the underlying

Agreement and/or in the Product Description.

- 4.2. The Wandelbots Software may include cloud-based functionalities and services operated by Wandelbots or on infrastructure provided by third-party cloud providers ("**Cloud Services**"). The specific scope, functionalities and deployment model of the Cloud Services shall be defined in the Agreement and/or in the Product Description. The Cloud Services may depend on services provided by third-party infrastructure or service providers. Wandelbots shall not be responsible for disruptions, delays or performance limitations caused by such third-party services beyond its reasonable control. Service levels, availability commitments or response times for the Cloud Services shall apply only if and to the extent expressly agreed in the respective Agreement or Product Description. Unless expressly agreed otherwise, Wandelbots will use commercially reasonable efforts to ensure availability and performance, but does not guarantee uninterrupted or error-free operation of the Cloud Services.
- 4.3. Wandelbots may provide different license types for the use of the Wandelbots Software, including motion-unit based runtime licenses and user-based licenses, as specified in the Agreement or Product Description.
 - 4.3.1 A runtime license allows the use of the Wandelbots Software to operate a motion unit in a production environment, whereas "**motion unit**" means any robot, external axis, rotary table or other coordinated kinematic unit managed through a single installation of the Wandelbots Software (for example in the cloud or on a local industrial PC). Each runtime license is limited to one (1) motion unit. "**Production environment**" means any environment in which the Wandelbots Software is used for live or operational use, including but not limited to controlling or operating robots, external axes, or other motion units in real-world applications. This includes any use for operational or commercial purposes, regardless of whether the system is in testing, pilot, or full production mode. The scope and number of required runtime licenses depend on the number of robots or, where applicable other motion units actively used in such productive environment and will be specified in the respective offer or Agreement.
 - 4.3.2 A developer license is limited to one (1) user seat. A user seat refers to a named license assigned to a specific developer user. It allows the access and use of the Wandelbots Software in a non-productive environment solely for development, testing, simulation and configuring purposes.

Customer may request the reassignment of a runtime license or developer license to another motion unit or developer user by contacting Wandelbots (email sufficient). Wandelbots may reasonably limit the reassignment to prevent misuse or circumvention of the agreed licensing model. The number of licensed motion units or user seats may not be reduced during the applicable license term, unless expressly agreed otherwise.
- 4.4. Unless otherwise agreed in the underlying Agreement, the licenses granted under this Agreement are provided for an initial term of twelve (12) months and shall automatically renew for further twelve (12) month periods unless either Party terminates the respective license (email sufficient) with a notice period of three (3) months prior to the end of the respective initial or extended license period ("**License**

Period”).

- 4.5. If not agreed otherwise, the License Period starts no later than the 1st of the month following the effective date of the Agreement.
- 4.6. If not agreed otherwise in writing, Customer pays an annual subscription fee for the rented Wandelbots Software, payable prior to the start of the respective initial License Period or extended License Period. Payments must be made within fourteen (14) days as of the respective invoice date, unless otherwise agreed in writing.

5. Customer Responsibilities for Software, User Accounts, Technical Requirements

- 5.1. Customer must make sure that each End User creates a user account with Wandelbots for being able to use the Wandelbots Software.
- 5.2. Customer shall designate at least one (1) End User as administrator for the administration of user accounts and access rights within the Wandelbots Software (“**Administrator**”) and shall provide Wandelbots with the relevant contact details upon request. Administrators are authorized to manage user accounts, roles, permissions and the assignment of licenses to users or motion units in accordance with the functionalities provided by the Wandelbots Software, the applicable license model agreed between the Parties and the terms of this Agreement. Customer is responsible for all actions taken by Administrators and for ensuring that Administrators comply with this Agreement and the EULA.
- 5.3. Customer bears the sole responsibility for ensuring that the technical requirements and system environment required for the use of the Wandelbots Software are available.
- 5.4. Customer shall not resell, sublicense or otherwise make the Wandelbots Software available to third parties except as expressly permitted under the Agreement.
- 5.5. Customer is obliged to provide feedback and interaction as agreed within the Product Description, Agreement and/or as reasonably requested by Wandelbots.
- 5.6. Copyright notices, serial numbers and other features serving to identify the program may not be removed or changed from the Wandelbots Software and/or Wandelbots Technology, including software, materials or documentation.
- 5.7. Wandelbots may terminate for cause (*wichtiger Grund*), if Customer is in breach of the provisions of this section 5 and does not cure this breach in reasonable time. Material and/or repeated breaches of the EULA by End Users acting under the Customer’s contract model can also justify a termination for cause from Wandelbots.

6. Software Support

- 6.1. Wandelbots offers support services for the Wandelbots Software as described in the Agreement and/or Product Description.
- 6.2. Set-up, installation or production of the technical readiness for operation by Wandelbots are part of this Agreement, only if they have been expressly agreed upon in writing as further services. Further services of Wandelbots (consulting, instructions, training) are to be agreed separately in writing, if necessary.

7. Software Limitations

- 7.1. The Wandelbots Software corresponds essentially to the Product Description and/or underlying product documentation. Any information in the Product Description cannot be regarded as contractual warranty. Beta versions are test versions and may include bugs and/or malfunctions.
- 7.2. Wandelbots assumes no guarantee that the business expectations of Customer associated with the use of the Wandelbots Software or other Wandelbots Technology will be realized.
- 7.3. 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 affected rented Wandelbots Software compared to the previous version release.
- 7.4. In principle, the statutory provisions on warranty in rental agreements apply, however the application of § 536a para. 2 BGB (right of the lessee to remedy defects himself) is excluded. In all other respects, the provisions of the law on service contracts (§§ 611 ff. BGB) shall apply.
- 7.5. Any further claims of Customer in connection with defects are subject to the limitations set forth in this Agreement.
- 7.6. Any claims for damages are subject to the limitations mentioned in section 14.

C. Professional Services and Hardware

This Section C. applies exclusively if and to the extent Wandelbots provides professional services in connection with Wandelbots Technology ("**Professional Services**") including but not limited to technical implementation and integration, consulting, training, configuration and other related services.

8. Professional Services Scope, Change Requests

- 8.1. Professional Services shall be provided only if expressly agreed in writing in the respective Agreement. Professional Services may be performed using iterative, agile or similar project methodologies. In such case, the specific scope, priorities and tasks may be adjusted during the project in mutual agreement between the parties.
- 8.2. Customer may request changes or additions to the agreed Professional Services at any time, provided that such changes are technically feasible and reasonable for Wandelbots. Wandelbots shall review any change request within a reasonable period after receipt and shall inform Customer in writing of the result of such review, including any adjustments to the agreed remuneration, scope of services and any agreed project schedule resulting from the requested change. Any change to the agreed Professional Services shall become binding only, if the Parties agree on the respective change in writing.
- 8.3. Professional Services are provided service-based (*Dienstvertragliche Leistungen*) within the meaning of §§ 611 ff. BGB, unless expressly agreed otherwise in writing. Within the scope of such Professional Services Wandelbots shall only be responsible for performing the agreed services. Wandelbots shall perform the Professional Services with reasonable care and in accordance with generally accepted professional standards. Wandelbots does not guarantee a particular result unless

such result has been expressly agreed in writing.

- 8.4. Certain Professional Services may be provided as result-based services within the meaning of §§ 631 ff. BGB ("**Result-based Professional Services**"/ *Werkvertragliche Leistungen*), only if the respective Agreement explicitly designates such services as Result-based Professional Services in accordance with these Terms and Conditions. In such case the intended work result shall be defined in the respective Agreement ("**Work Product**"). Details of the Work Product may be specified or refined during the project in accordance with the agreed project methodology. The mere reference to deliverables, milestones, project phases, timelines or project objectives shall not in itself constitute Result-based Professional Services.
- 8.5. If Result-based Professional Services are agreed, any Work Product result shall be subject to acceptance (*Abnahme*) unless otherwise agreed in the respective offer. Wandelbots shall notify Customer once the Work Products are ready for acceptance. The Customer shall promptly (*unverzüglich*) review the Work Products to determine, whether they conform to the agreed specifications. If Customer determines that the Work Products do not conform to the agreed specifications, Customer shall notify Wandelbots in writing, specifying the reasons for refusing acceptance. Minor defects shall not prevent acceptance. Upon receipt of such notice, Wandelbots shall use reasonable efforts to remedy the non-conformities within a reasonable period and resubmit the Work Products for acceptance. Customer may declare acceptance either expressly or by conduct indicating acceptance. Work Products shall in particular be deemed accepted, if Customer:
 - 8.5.1 uses the Work Products in a production environment, unless such use is solely for the purpose of acceptance testing; or
 - 8.5.2 does not refuse acceptance due to defects that are more than minor defects, or raise substantiated objections to the acceptance readiness of the contractual services, within four (4) weeks after the Work Products have been fully made available for acceptance testing.
- 8.6. If Result-Based Professional Services are agreed, the statutory provisions on defects of work (§§ 633 ff. BGB) shall apply. In the event of defects, Wandelbots shall first be given the opportunity to remedy the defect within a reasonable period. Warranty claims shall become time-barred twelve (12) months after acceptance of the work, unless in the event of intent or gross negligence, injury to life, body or health, fraudulent concealment of a defect, an expressly assumed guarantee, or where mandatory statutory limitation periods apply.

9. Customer Responsibilities for Professional Services

- 9.1. Customer shall cooperate with Wandelbots and provide all assistance reasonably required for the performance of the Professional Services. In particular, Customer shall
 - 9.1.1 provide all information, documents and other materials reasonably required for the performance of the Professional Services, including information regarding existing systems, equipment, software programs and software components intended to interact with the Professional Services;
 - 9.1.2 make available, at its own cost and expense, such systems and appropriately qualified personnel as may be reasonably required for the performance of the

Professional Services;

- 9.1.3 grant Wandelbots access to the Customer's premises if and only to the extent required for the performance of the Professional Services.
- 9.2. If Customer fails to comply with its cooperation obligations and Wandelbots is thereby prevented from performing the Professional Services or meeting any agreed deadlines, the relevant deadlines shall be extended by a reasonable period. Wandelbots shall not be responsible for resulting delays or defects caused by such failure of Customer. Wandelbots' other contractual or statutory rights shall remain unaffected.
- 9.3. Customer shall inform Wandelbots in advance in writing, if Professional Services are intended to be provided to or used for the benefit of third parties.

10. Hardware

- 10.1. In connection with Professional Services, Wandelbots may provide hardware components to Customer. The specific hardware or hardware components to be provided and the applicable delivery model shall be defined in the respective Agreement ("**Hardware**").
- 10.2. Destinations of delivery of Hardware are restricted by the terms of the Agreement and to a certain territory to be defined by Wandelbots in its sole discretion. Delivery times are approximate and can therefore be exceeded by up to three (3) days, unless otherwise agreed in writing with Customer. The delivery period begins with the dispatch of the Agreement, but not before receipt of all documents to be provided by Customer, clarification of all technical details and, as applicable, transfer of the agreed down payment. At the time of delivery, Customer must ensure that the delivery of the Hardware corresponds to the Agreement, or immediately notify Wandelbots in writing that the delivered hardware does not correspond to the Agreement. The provisions set forth in § 377 German Commercial Code (HGB)) shall apply.
- 10.3. If not agreed otherwise in writing, delivery shall be made "FCA factory" (Incoterms 2020), which shall also be the place of performance for the delivery and any subsequent performance. Unless otherwise agreed in writing, Wandelbots is entitled to determine the type of shipment within its sole discretion, in particular, transport provider, shipping route, packaging. Upon delivery of the Hardware to Customer or the transport company or another person nominated by Customer, whichever occurs first, Customer shall be liable for its loss, damage or accidental destruction. This also applies if partial deliveries are made or Wandelbots has taken over other services, e.g. shipping costs, delivery or installation.
- 10.4. In the case of rented or leased Hardware, the following shall apply:
- 10.4.1 Customer is obligated during the lease or rental period to take all necessary measures to maintain the affected Hardware in the condition in which they were at the time of lease or rental and obtain sufficient insurance, if reasonable.
- 10.4.2 Customer must notify Wandelbots of damages to rented or leased Hardware immediately after becoming aware of them. Culpable omission obligates Customer to compensate for the resulting damage.
- 10.4.3 Customer is obliged to return rented or leased object after the respective rental or lease period has lapsed, latest 14 days after such lapse or immediately upon

respective notice by Wandelbots.

10.5. For the loan of Hardware, the following shall apply:

10.5.1 Customer is obligated during the loan period to take all necessary measures to maintain the affected Hardware in the condition in which they were at the time of loan and obtain sufficient insurance, if reasonable.

10.5.2 Customer must notify Wandelbots of damages to loaned Hardware immediately after becoming aware of them. Culpable omission obligates Customer to compensate for the resulting damage.

10.5.3 Customer shall be liable for damages caused by improper use, operation or handling of the affected Hardware by Customer or its personnel.

10.5.4 Wandelbots shall be liable for defects of the loaned Hardware items only in accordance with § 599 BGB and the applicable statutory provisions. Any further liability shall be subject to the limitations set forth in Section 14.

10.6. For the purchase of Hardware, the following shall apply:

10.6.1 Wandelbots retains title to the purchased and delivered Hardware until all payments from the business relationship with Customer have been received. In the event of Customer acting in breach of contract, e.g. default in payment, Wandelbots shall have the right to take back the affected Hardware after setting a reasonable grace period, and Customer shall be obliged to surrender these Hardware items. If Wandelbots takes back the reserved Hardware, this constitutes a withdrawal from the Agreement. If Wandelbots distrains the Hardware, this constitutes a withdrawal from the Agreement. Wandelbots shall be entitled to utilise the Hardware after repossession. After deduction of a reasonable amount for the costs of utilisation, the proceeds of realisation shall be set off against the amounts owed to Wandelbots by Customer.

10.6.2 Customer must treat the purchased Hardware with care. Maintenance and inspection work which become necessary must be carried out by Customer at its own expense and in good time. Wandelbots is entitled to ensure the Hardware sufficiently at replacement value against fire, water, theft and other damage at the expense of Customer, provided that Customer has not demonstrably taken out the insurance itself.

10.6.3 Customer is entitled to sell and/or use Hardware, in the ordinary course of business with the title to the ownership being reserved, or to allow third parties to use them for valuable consideration, provided Customer is not in default of payment. Pledging or transfer by way of security is not permitted. Customer shall immediately inform Wandelbots about any attachments, seizures or other acts of disposition effected by any third parties. The costs of lifting such measures shall be borne by Customer.

10.6.4 Customer assigns herewith to Wandelbots all claims against Customer's clients or third parties arising from the resale of the Hardware or the transfer of use, irrespective of whether the Technology is passed on without being processed or after the processing, and without the transaction requiring any specific notice of assignment in individual cases. Customer is authorized to collect these accounts also after the assignment has been made, although it does not affect Wandelbots' power to collect these accounts itself. Wandelbots may exercise this right if Customer does not meet its payment commitment towards

Wandelbots or if insolvency proceedings against Customer have been applied for. If a default in payment occurs, Wandelbots can demand that the amounts due shall be paid into a named agency account. Moreover, Wandelbots can also demand that Customer's debtors make their payments to Wandelbots, that Customer shall inform Wandelbots about the names of the debtors of the assigned accounts for this purpose and that the assignment be disclosed to the debtors.

- 10.6.4.1 If the account receivable from the re-sale cannot be assigned to the extent set out above because such amount is under a current account agreement between Customer and its customer, the balance of the current account relationship shall be deemed to have been assigned after the netting out in as much as the receivables from the resale are to be assigned in accordance with the above provisions. This security shall continue to exist until all claims of Customer against the third party have been settled.
- 10.6.4.2 If the Hardware is processed, combined or integrated with other items, Wandelbots shall acquire co-ownership in the resulting item in proportion to the value of the Hardware.
- 10.6.4.3 In the event of access by third parties to the Hardware, in particular, seizures, 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, Customer shall be liable for these.
- 10.6.4.4 Wandelbots shall be obliged to release the securities to which it is entitled insofar as the realizable 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.
- 10.6.5 If the delivered Hardware does not conform to the agreed conditions at the time of risk transfer, 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.
- 10.6.6 In order to carry out all repairs and replacement deliveries which Wandelbots deems necessary, 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 Customer have the right to remedy the defect itself or have it remedied by third parties. If Customer or a third party carries out improper repairs, Wandelbots shall not be liable for the resulting consequences. The same applies to changes

of products made without Wandelbots' prior consent.

10.6.7 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.

10.6.8 The warranty period is one (1) year after the transfer of risk. There is no separate warranty for Hardware that are repaired or replaced during the original warranty period. There is no warranty for used Hardware.

10.7. Any claims for damages shall be subject to the limitations set forth in Section 14.

D. General Provisions

11. Remuneration and Payments

11.1. Except for services provided by Wandelbots explicitly free of charge, Customer undertakes to pay the agreed remuneration for acquiring the Wandelbots Software or the Wandelbots Technology and underlying rights. The prices and conditions for Wandelbots Software and Wandelbots Technology can be found in the current price list available on wandelbots.com or as agreed in the respective Agreement. The prices are exclusive of value added tax (VAT), any similar sales tax or any tax that replaces such sales taxes.

11.2. The prices for the Wandelbots Software, Wandelbots Technology and all other amounts to be paid hereunder will be stated in, and will be paid in, Euro (EUR).

11.3. Payments must be made within fourteen (14) days as of the respective invoice date, unless otherwise agreed in writing.

11.4. Any additional costs, including but not limited to VAT, any similar sales tax or any tax that replaces such sales taxes (each as applicable), delivery costs, customs, official fees, discount costs (*Diskontkosten*) 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, Customer shall in addition to the agreed amount, bear all necessary additional costs, such as travel costs.

11.5. Any payment shall only be deemed to have been made when Wandelbots has the amount at its disposal.

11.6. Customer shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship. 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.

11.7. Wandelbots is only entitled to partial deliveries and partial services if (i) the partial delivery is usable for Customer within the scope of the contractual purpose; (ii) the delivery of the remaining ordered Wandelbots Technology is ensured; and (iii) Customer does not incur any significant additional expenditure or additional costs as a result.

12. Intellectual Property and similar Rights; AI Content; Third-Party Components

12.1. Except as laid out in the provisions of the EULA and this Agreement, Wandelbots shall be entitled to all intellectual property rights in relation to the Wandelbots Software, including copyright, trademark rights, name rights, patents, trade secrets, designs, related rights, programming code and binary code embodied in a computer readable medium or other designations and know-how, to the extent they exist

and/or arise, and to all intellectual property rights to ideas, designs, reports and data, such as diagrams, drawings, specifications, plans, rights, templates, models, statistics, calculations, databases, software and supporting records or materials created or developed in connection with or through the Wandelbots Software and Wandelbots Technology.

- 12.2. Subject to full payment of the agreed remuneration, Wandelbots grants Customer the right to use the Wandelbots Software in accordance with the selected contract model, the EULA, the Product Description and this Agreement.
- 12.3. Customer shall be entitled to any intellectual property and similar rights related to software or similar contents that are solely developed by Customer ("**Customer IP**"). The access to such Customer IP within the Wandelbots Software is limited to the export functionalities provided from time to time.
- 12.4. In the event of Wandelbots providing Professional Services to Customer the following shall apply regarding intellectual property and similar rights:
 - 12.4.1 All intellectual property rights existing prior to the commencement of the Professional Services or developed independently of the Professional Services, including but not limited to software, algorithms, tools, templates, methodologies, documentation, libraries, frameworks, know-how and other materials ("**Background IP**"), shall remain the exclusive property of Wandelbots, except as described in the following provisions. To the extent that Background IP is incorporated into or required for the use of any work results created within the Professional Services that are subject to applicable intellectual property rights ("**Work Results**"), Wandelbots grants Customer a non-exclusive, non-transferable and non-sublicensable right to use such Background IP solely to the extent necessary to use the respective Work Results for Customer's business purposes described in the Agreement. Customer shall not be entitled to use, reproduce, modify, distribute or otherwise exploit Background IP independently of the respective Work Results.
 - 12.4.2 Wandelbots grants Customer a non-exclusive, transferable and sublicensable right to use the Work Results specifically created for Customer upon full payment of the agreed remuneration. Exclusivity shall apply only if and to the extent expressly agreed in writing. Any exclusivity granted to Customer shall apply only to the Work Results as such and shall not extend to any Background IP or any generic components, tools, software modules, libraries, algorithms, methods, frameworks, or know-how of Wandelbots used in the creation of the Work Results.
- 12.5. Wandelbots may utilize data generated by the use of the Wandelbots Software or Wandelbots Technology in anonymized or aggregated form for the purposes of improving its products and services and Wandelbots shall remain free to use any feedback, ideas, concepts, know-how, methods, techniques or experience acquired during the provision of the Wandelbots Technology for its own business purposes, provided that the provisions above are not violated and no Confidential Information of Customer is disclosed and Customer hereby grants the respective rights to Wandelbots.
- 12.6. Customer and Wandelbots are aware that if Customer or Wandelbots provide

“**Input**” to be processed by generative artificial intelligence (AI) tools and receive “**Output**” generated and returned by such AI based on the Input (such Output, together with Input, “**AI Content**”), such AI Content may not be subject to intellectual property rights and other parties providing similar Input to AI may receive similar or even identical Output.

- 12.7. The use of Wandelbots Software or Wandelbots Technology requires the use of certain third party (incl. open source) components and software. For such third party (incl. open source) components and software their separate license terms apply and some third-party software may be charged extra by respective providers (for example: NVIDIA Isaac Sim, PROFINET, communication services).

13. Export Controls

- 13.1. Customer 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 the Customer is the exporter of the Wandelbots Technology, Customer will obtain any licenses required for its export under Foreign Trade Regulations. In case Wandelbots is the exporter, Customer undertakes to provide all necessary information truthfully.
- 13.2. Customer confirms, that the Wandelbots Technology provided by Wandelbots will not be used directly or indirectly for any purpose or in any way, which contravenes Foreign Trade Regulations.
- 13.3. Customer 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**”). Customer warrants that it will immediately inform Wandelbots if it becomes a Sanctioned Person. Customer ensures that the Wandelbots Technology will not be directly or indirectly made available to a Sanctioned Person.
- 13.4. Wandelbots has the right to suspend or terminate the Agreement at any time if Foreign Trade Regulations preclude the performance of the 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 the Agreement.

14. Liability

- 14.1. Wandelbots is liable for damages without limitation
- 14.1.1 in case of intent or gross negligence including fraud;
 - 14.1.2 arising out of death, injury to body or health;
 - 14.1.3 according to the regulations of the product liability law (*Produkthaftungsgesetz*);
and
 - 14.1.4 to the extent of any guarantee provided by Wandelbots.
- 14.2. 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.
- 14.3. There is no further liability of Wandelbots, including but not limited to the following

events: using the Wandelbots Software for any other but the intended purpose, the use of unreasonable force on the Wandelbots Software, unsuitable environment or unsuitable or improper use, faulty assembly or commissioning by 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 14.

- 14.4. Wandelbots assumes no liability if Customer breaches foreign trade rules, including, but not limited to the following events: directly or indirectly using Wandelbots Software or underlying 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 Customer is or becomes a Sanctioned Person or makes the Wandelbots Software or Technology directly or indirectly available to such a person.
- 14.5. The application of § 536a para.1 BGB (Lessor's liability for damages) is excluded to the extent it provides for liability regardless of fault.
- 14.6. Any limitation periods for claims from Customer shall be restricted to one (1) year.
- 14.7. 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. Moreover, all kind of claims, including those based on tort, shall be covered.

15. Force Majeure

Force majeure or operational disruptions occurring at Wandelbots or its suppliers, e.g. by riot, strike, sickness, war, lockout, which temporarily prevent Wandelbots from delivering the Wandelbots Technology or part of it 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 nine (9) months, Customer can withdraw from the Agreement for cause.

16. Term, Termination, Return of Wandelbots Software and Wandelbots Technology

- 16.1. The term of the Agreement depends on the chosen contract model and terms as outlined in the underlying Agreement. If not agreed otherwise between the Parties in writing, ordinary termination is excluded during the contractual term.
- 16.2. Each Party may terminate the contract for cause (*wichtiger Grund*). In particular, Wandelbots may terminate for cause (*wichtiger Grund*), if (i) Customer does not pay the contractually owed fees in time and also after a written notice including an appropriate timeline, or (ii) Customer is in breach of section 3 (General Customer Responsibilities), section 13 (Export Controls), section 18 (Confidentiality) and does not cure this breach in reasonable time.
- 16.3. Upon the termination or expiration of the Agreement, Customer must return rented Wandelbots Software, Wandelbots Technology and related materials to Wandelbots immediately and in proper condition and return or destroy any Confidential Information (as defined below) of Wandelbots. Statutory retention

periods shall remain unaffected.

- 16.4. Wandelbots reserves the right to discontinue any Wandelbots Software or Wandelbots Technology by providing reasonable written notice to Customer.

17. Privacy and Data

- 17.1. With respect to the processing of personal data by Wandelbots, the Customer takes knowledge of the Wandelbots Privacy Policy, available on wandelbots.com. In the event personal data are processed by Wandelbots by Customer's order, the terms of the Data Processing Agreement, available on wandelbots.com, shall apply.
- 17.2. Data generated by the use of the Wandelbots Software or Wandelbots Technology shall remain subject to the rights and obligations set out in applicable data laws, including the EU Data Act (Regulation (EU) 2023/2854). The Wandelbots Data Access and Use Policy, available on wandelbots.com or otherwise provided in text form, applies.

18. Confidentiality

- 18.1. The Parties agree to keep any and 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 ("**Confidential Information**") confidential.
- 18.2. Such Confidential Information is excluded from this obligation,
- 18.2.1 which were demonstrably already known to the recipient at the time of conclusion of the Agreement or subsequently become known to the recipient by third parties without this infringing a confidentiality agreement, statutory provisions or official orders;
- 18.2.2 which are publicly known at the time of the conclusion of the Agreement or become publicly known thereafter, unless this is due to a breach of the Agreement;
- 18.2.3 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.
- 18.3. This section shall survive any termination or cancellation of the Agreement.
- 18.4. In the event Customer and Wandelbots have signed a separate non-disclosure agreement (NDA) the terms in such NDA shall prevail.

19. References

- 19.1. Customer agrees to support Wandelbots with being named as a reference on the internet presence, as well as in offline and online company presentations of Wandelbots for at least one (1) year after the end of existing contract between Wandelbots and Customer 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 Customer, to create a link to the internet presence of Customer, to make briefly recognizable in what form the economic cooperation exists and to create a detailed reference and to publish it on the internet presences of

Wandelbots.

- 19.2. Customer declares to be the owner of the above-mentioned rights. Wandelbots shall not be responsible for consequences that result from the use of the company name and / or logo for the intended purpose.
- 19.3. This permission can be withdrawn in writing in part or in its entirety at any time and without giving reasons.
- 19.4. Any consent of Customer shall not be unreasonably withheld.

20. Miscellaneous

- 20.1. Any terms or document linked in these Terms and Conditions or attached hereto shall form an integral part of the Agreement, except for the Wandelbots Privacy Policy.
- 20.2. The Agreement 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 shall be Dresden/Germany.
- 20.3. Any notification, information etc. which shall be "written" or "in writing" according to the provisions of this Agreement requires form of a signed instrument delivered by letter, email or fax to the other Party.
- 20.4. Should individual provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions or the Agreement. 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 2026)