

General and Supplementary Terms and Conditions

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A. General Terms and Conditions

1. Provider and applicability

- 1.1. Mojin Robotics GmbH (hereinafter "MOJIN ROBOTICS"), Panoramaweg 5/1, 71111 Waldenbuch (Stuttgart Municipal Court, Commercial Register Division B 754493) is the product provider and contract partner of the Customer.
- 1.2. These Terms and Conditions of MOJIN ROBOTICS apply exclusively and within the scope of current and future business relationships; the Customer's deviating or supplementary conditions are hereby gainsaid.
- 1.3. Where individual clauses of these Terms and Conditions are invalid in whole or in part this shall not affect the effectiveness of the remaining clauses. The Parties undertake to replace the invalid clause with another valid clause which comes as close as possible to the economic purpose of the original provision. The same applies to any gaps in provisions with regard to the contractual purpose.
- 1.4. The contract language is German.

2. Service offer and subject of the agreement

- 2.1. The services provided by MOJIN ROBOTICS are addressed exclusively to natural persons, legal entities or partnerships of legal standing that exercise their commercial or independent professional activity when entering into legal transactions (Section 14 German Civil Code (BGB)).
- 2.2. The subject of the agreement is determined by these General Terms and Conditions, the Supplementary Terms and Conditions, which only are overriding in a specific scope of application, as well as the provisions in the service descriptions of the respective offers regarding the purchase of a robot-based automation solution, of a service robot's hardware components, the purchase and use of related applications and/or control software and/or the commissioning of peripheral services (e.g. software maintenance, training), hereinafter also referred to as "products".
- 2.3. Unless expressly otherwise stipulated in the offer, MOJIN ROBOTICS is not liable for any particular outcome to be achieved by its services.
- 2.4. Ancillary agreements and contract amendments are subject to the written consent of the executive management of MOJIN ROBOTICS; they shall not be valid in the absence of such written consent.
- 2.5. Unless expressly agreed otherwise in written form, MOJIN ROBOTICS may use the services of suitable third parties in the performance of its contractual obligations.

3. Conclusion of the agreement

- 3.1. The written offer by MOJIN ROBOTICS to the Customer shall be deemed accepted if the services offered therein have been approved without change by countersignature; transmission by way of telecommunications technology shall be deemed sufficient compliance with the requirement of written form in this regard (Section 127 (2) BGB). A separate written order confirmation by the Customer shall only apply where specific reference is made therein (specification of the number and date of the offer/order).

- 3.2. Unless stipulated otherwise, offers shall apply for four weeks from receipt of the offer.
- 3.3. Order confirmations by MOJIN ROBOTICS shall replace the Customer's order unless a written objection is received within two weeks; if required, MOJIN ROBOTICS shall expressly draw attention to the consequences of no objection being received in the order confirmation.

4. The Customer's general obligations

- 4.1. If MOJIN ROBOTICS makes personal access data available to the Customer (e.g. for the activation of application or control software via license keys) or enables their generation, these may not be passed on to third parties and must be protected against access by third parties.
- 4.2. The Customer is obligated to provide MOJIN ROBOTICS with all hardware and software access required for the provision of services and support and to provide it with all necessary documents or data available for the respective service provision in due time, to provide all necessary information in good time and to immediately notify MOJIN ROBOTICS of all events and circumstances relevant to the contract (for example, malfunctions, misuse, changes in the application, network or software environment of the Customer). This shall particularly apply to documents, incidents and circumstances which become known only after MOJIN ROBOTICS has started service provision.

5. Remuneration and terms and conditions of payment

- 5.1. Unless otherwise agreed, remuneration is based on the prices of MOJIN ROBOTICS at the time of the contract conclusion, which can be viewed by the Customer at any time upon request.
- 5.2. Settlement is made in each case according to the payment procedure specified in the offer. Unless otherwise specified therein, invoices are payable immediately without discount. Where no payment date has been agreed, default periods are determined by the statutory provisions. Remuneration and ancillary costs are stated strictly as net prices exclusive of the applicable statutory taxes and charges.
- 5.3. Monthly fees are charged on a pro-rata basis for the rest of the month (pro rata temporis), starting with the first day of serviceable provision. Thereafter, fees are payable monthly in advance. Where the fee is charged for parts of a calendar month, it is charged pro-rata for each day. A full monthly fee will be charged if the Customer terminates the contractual relationship with effect before the expiry of one month; this does not apply to termination for good cause. Other fees, in particular fees depending on usage, are payable after service provision.
- 5.4. Objections to invoices for services performed by MOJIN ROBOTICS must be declared within four weeks of receipt of the respective invoice, in writing, to the address stated on the invoice. Following expiry of the above period, the invoice is deemed approved by the Customer. MOJIN ROBOTICS draws the Customer's attention to the significance of its conduct when sending the invoice.
- 5.5. The Customer has the right to offset claims only if its counterclaims have been legally established by a court of law or are undisputed. The Customer may only assert rights of retention for counterclaims from the respective contractual relationship.
- 5.6. The Customer as invoice recipient agrees to electronic invoicing in line with [Section 14 \(1\) sentence 8 German VAT Act \(UStG\)](#). MOJIN ROBOTICS as the invoicing party is free to decide how electronic invoices will be transmitted. Electronic invoices can, for example, be sent by email (possibly with image file or text document

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attachment) or De-Mail, by computer fax or fax server, via web download or by EDI.

6. Default

- 6.1. In the event of default for significant amounts, MOJIN ROBOTICS is entitled to withhold the services at the Customer's expense.
- 6.2. Where monthly payments have been agreed with the Customer, the Customer remains under obligation to pay the monthly fees in the event of default. Where the Customer
 - defaults on the payment of fees, or a significant part thereof, for two consecutive months, or
 - defaults on the payment of fees to an extent equivalent to the basic monthly fees for two months in a continuous period of more than two months, MOJIN ROBOTICS may terminate the contractual relationship without notice or withdraw from the contract.
- 6.3. MOJIN ROBOTICS reserves the right to assert further statutory claims due to late payment.

7. Liability for defects (warranty)

- 7.1. Unless otherwise stipulated in the following text or in the relevant Supplementary Terms and Conditions, the statutory warranty rights subsist.
- 7.2. The properties of the products only include the performance specifications of MOJIN ROBOTICS and/or the manufacturer's product description as agreed, and not other advertising and public promotions.
- 7.3. No-fault liability for damages for defects present at the point of contract conclusion is excluded.
- 7.4. The Customer shall support MOJIN ROBOTICS in the detection and rectification of defects.

8. Support

- 8.1. Unless otherwise contractually agreed, MOJIN ROBOTICS provides the Customer with online help systems a support email address and a helpdesk number on working days between 9.00 am and 12.00 pm and 1.00 pm to 5.00 pm ("Hotline"). The Hotline exclusively serves the purpose of providing support to the Customer during use of the MOJIN ROBOTICS services to be provided under this Agreement.
- 8.2. The Hotline is also available to other customers. Customer inquiries to the Hotline are processed in the order in which they are received. Defects should not be notified to the Hotline but directly to the defect team specified in the Service Specification.

9. General liability

- 9.1. MOJIN ROBOTICS is liable without limitation for all resulting damage due to intent or gross negligence or the absence of a guaranteed property. MOJIN ROBOTICS is liable without limitation for ordinary negligence in the event of personal injury or death. In all other respects, MOJIN ROBOTICS is only liable in the event of slight negligence if a duty is breached, the performance of which enables the proper fulfillment of the Agreement, whose violation jeopardizes the achievement of the contractual purpose and on whose compliance the Customer can regularly rely (so-called cardinal duty). Liability for breach of a cardinal duty is limited to foreseeable damage typical to the Agreement. This also applies to loss of profits and loss of expected savings. Liability for other remote consequential harm caused by a defect is excluded.
- 9.2. Liability for all other damage is otherwise excluded. Liability in accordance with the provisions of the German Product Liability Act is unaffected.

10. Data protection by MOJIN ROBOTICS

10.1. **MOJIN ROBOTICS processes personal data in accordance with the data protection provisions of the German Federal Data Protection Act ("BDSG") in the version valid as of May 25, 2018, and the Regulation (EU) 2016/679 (General Data Protection Regulation - "GDPR").**

10.2. **You will find information and notices regarding the collection of personal data and the Customers' rights with regard to the further processing of these data here:**

<http://www.mojin-robotics.de/datenschutz.html>

11. Non-disclosure and customer reference

- 11.1. Documents, knowledge and experience provided to the other party (for example, in the course of contract negotiations or support) may only be used for the purposes of this Agreement and not made available to third parties, unless they are intended to be made available to third parties or are already known to the third party from other sources. Third parties are not the vicarious agents and auxiliary persons involved in performing the contractual relationship, such as freelancers, subcontractors, etc.
- 11.2. The secrecy obligation also applies beyond the termination of the contractual relationship. A corresponding secrecy obligation must be enforced upon the auxiliary persons involved.
- 11.3. If required by a Contracting Party, documents handed over by it shall be surrendered to it upon termination of the Agreement, unless the other Contracting Party can assert a legitimate interest in such documents or no mandatory statutory provisions preclude this.
- 11.4. MOJIN ROBOTICS may name the Customer as a reference customer on its website or in other media.

12. Changes to the Terms and Conditions and prices

- 12.1. If MOJIN ROBOTICS intends to change the General Terms and Conditions and/or price for continuing obligations, the changes shall be communicated in writing at least six weeks before they take effect. Changes entitle the Customer to an extraordinary right of termination at the time of the changes coming into force.
- 12.2. If no written notice of termination by the Customer is received within six weeks of issue of the notification of changes, the changes shall become integral parts of the Agreement upon coming into force. MOJIN ROBOTICS will explicitly inform the Customer about this consequence in the change notification.

13. Contract term and termination

- 13.1. Unless expressly agreed otherwise, the following provisions apply with regard to continuing obligations for the contract terms and notice periods for termination:
 - **Contracts with a minimum contract term:** The minimum contract term is two (2) years and begins, subject to other agreements, with the indication of the operational provision of the services to the Customer. The contract is terminable in writing by either Party subject to a notice period of three months, to take effect at the earliest upon expiry of the minimum contract term. Where no termination is declared, the contract term is in each case extended by one year. A mere change in the number of licenses does not affect the contract term.
 - **Contracts without a minimum contract term:** A contract without a minimum term is terminable in writing by either party subject to a notice period of six working days (not including Saturdays), to take effect at the end of a month. In the event that the Customer terminates the contract prior to the expiry of one month after the start of serviceable provision the full monthly fee is payable.

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- 13.2. The above terms and deadlines also apply to terminations of parts of services, e.g. a change in the number of licenses.
- 13.3. This shall not affect the right to terminate the contract for cause.
- 13.4. Notice of termination may be given in writing by letter, fax or email.

14. Retention of title

- 14.1. MOJIN ROBOTICS retains ownership of the delivered products until full payment of all existing or future claims arising from this Agreement at the time of delivery has been made; in the case of payment by check or bill of exchange, until these have been redeemed.
- 14.2. Should the Customer fall into arrears as well in the case of a significant breach of due diligence or duty of care, the assertion of the title reservation by MOJIN ROBOTICS is not deemed as withdrawal from the Agreement, unless MOJIN ROBOTICS expressly informs the Customer of this.

15. Miscellaneous

- 15.1. The assignment of claims is only permitted with the prior written approval of the respective other Contracting Party. Approval may not be unduly refused. This does not affect the provisions of Section 354 a German Commercial Code (HGB).
- 15.2. The entire commercial relationship between MOJIN ROBOTICS and the Customer shall be governed by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 15.3. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is the registered office of MOJIN ROBOTICS in Stuttgart, unless the Customer is a merchant or legal entity under public law or has no general place of jurisdiction in the territory of the Federal Republic of Germany. MOJIN ROBOTICS is entitled to take legal action in any other place of jurisdiction provided by law.

B. Supplementary Terms of Use for Software

1. Subject of the agreement

- 1.1. The subject of these Supplementary Terms and Conditions is the granting of usage rights (licenses) for contractual software and any associated documentation in accordance with Clause A 2.2. They also apply to all updates and upgrades insofar as MOJIN ROBOTICS make them available to the Customer after the installation of software updates.
- 1.2. The software of MOJIN ROBOTICS according to Clause A, 2.2 is protected by international copyright laws, contracts and other legislation. Subject to the following provisions, MOJIN ROBOTICS reserves all rights and claims to the software, including all copyrights, patents, trade and operating secrets, trademarks and other intellectual property rights. These Terms and Conditions do not confer to the Customer any exclusive right to use, exploit or process the software. With the exception of the following provisions, the Customer acquires no rights to the software.

2. Subject of the license

- 2.1. Unless otherwise agreed in writing, the contractual software is only the standard software that has not been developed or produced individually for the Customer's needs.
- 2.2. The software MOJIN ROBOTICS has made available corresponds to the technological state of the art and conforms to the product information and specifications

provided by MOJIN ROBOTICS or by the sales partners of MOJIN ROBOTICS, including the information in the user documentation provided to the Customer upon delivery. MOJIN ROBOTICS cannot guarantee that the software under this Agreement is suitable for purposes that go beyond the fulfillment of contractual obligations.

- 2.3. For standard software of third-party manufacturers, MOJIN ROBOTICS supplies the Customer with the manufacturer's original user documentation; MOJIN ROBOTICS is not obliged to supply any additional documentation. Upon request, the original user documentation will be supplied to the Customer prior to conclusion of the Agreement.
- 2.4. Unless otherwise expressly agreed, the software's object code is transferred pre-installed on the contractual hardware component (robot or parts thereof) as a program or data carrier. There is no claim regarding the further surrender of the object code or disclosure of the source code.
- 2.5. To activate the software on the data carrier, the Customer may have to enter a specific license key, which will be made available to the Customer after the purchase from MOJIN ROBOTICS and which will authenticate the Customer's right to use the software as contractually agreed.

3. Rights of use

- 3.1. If part of the subject of the Agreement is the supply of standard software from a third-party manufacturer, its terms and conditions of use apply. MOJIN ROBOTICS only brokers the license agreement that is concluded directly between the manufacturer and the Customer. Upon request, these Terms and Conditions of Use are made available to the Customer in electronic form prior to conclusion of the Agreement. These license terms are acknowledged by the Customer by use of the software and are the subject of the agreement.
- 3.2. The following Terms and Conditions of Use only apply unless otherwise stipulated in the Terms and Conditions of Use pursuant to Clause 3.1 above or in the contractual agreements with the Customer:
- 3.3. The Customer receives the unlimited, non-transferable and non-exclusive right to use the software. Unless otherwise agreed in writing, the usage right is limited to the individual robot or hardware component as data carrier. When changing hardware, the software on the previously used hardware must be deleted in full. Simultaneously storing, keeping or using the software on more than just one hardware unit is not permitted.
- 3.4. The Customer is not entitled to use the software beyond the use permitted under the above Clauses 3.1 to 3.3 in any way or to allow third parties to use it or to make it accessible to third parties. Vicarious agents of the Customer who make use of the services without charge shall not be deemed third parties; this includes, for example, the Customer's employees, freelancers within the scope of their assignment, etc. In particular, the Customer is not permitted to reproduce, edit, make public or dispose of software or parts thereof, to decompile the licensed program code into other code forms (decompilation) or to reverse engineer the software's various production stages in any way (reverse engineering).
- 3.5. The Customer's rights under Section 69d and Section 69e German Copyright Act (UrhG) remain unaffected.
- 3.6. Copyright notices, serial numbers and other features used to identify the program may under no circumstances be removed or changed. The same applies to suppressing the display of such features on the screen.

4. Resale and subleasing

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- 4.1. The Customer may permanently sell or give away the software, including the user documentation and other accompanying material, to third parties, provided that the third party acquiring the software agrees to further comply with these Terms and Conditions. In the case of transfer, the Customer must hand over to the new user all copies of the program, including any backup copies, or destroy the copies not handed over. As a result of the transfer, the Customer's right to use the software expires. In the event of the software's resale, the Customer is obliged to inform MOJIN ROBOTICS of the name and full address of the new user in writing.
- 4.2. The Customer may entrust the software, including the user manual and other accompanying material, to third parties on a temporary basis, unless this is done by way of leasing for business purposes (e.g. application service providing, software as a service, etc.) or leasing and the third party agrees to the continued validity of the existing contractual terms and conditions, and the Customer passes all copies of the program, including any backup copies, or destroy the copies not handed over. The Customer is not entitled to use the program during the period of the software's transfer to the third party. Leasing for business purposes (e.g. application service providing, software as a service, etc.) or leasing are not permitted.
- 4.3. The Customer may not entrust the software to third parties if there is a reasonable suspicion that the third party will violate the terms of the Agreement, in particular the creation of unauthorized reproductions. This also applies to the Customer's employees.
- 5. Warranty (liability for defects)**
- 5.1. The Customer agrees that standard software cannot be delivered completely error free according to the current technological state of the art and that MOJIN ROBOTICS is not responsible for this fact. Contractual software is therefore considered to be faultless if it works according to the specifications of MOJIN ROBOTICS and the product description of the manufacturer.
- 5.2. The functionality of software is initially determined by the contents of the applicable product description and any supplementary agreements made in this regard. In all other respects, the software must be suitable for the use presupposed under this Agreement and otherwise be of the nature common to software of the same kind.
- 5.3. Defects in the supplied software (defects of quality and title) including the manuals and other documents shall be remedied by MOJIN ROBOTICS within the warranty period of one year from the handover date following the Customer's according notification. This is performed at the discretion of MOJIN ROBOTICS through the elimination of the defect (repair) or the delivery of faultless software (replacement). If the software is to be returned to the supplier for the purpose of repair or replacement, the Customer shall bear the transport costs incurred.
- 5.4. In the case of replacement, MOJIN ROBOTICS is also entitled to deliver a new program version with at least equivalent functionality, unless this is unreasonable for the Customer (for example, if this requires a different operating system or more powerful hardware; modified program structure or user guidance does not constitute unreasonableness).
- 5.5. If the defect cannot be remedied within a reasonable period of time or if the repair or replacement is considered abortive for other reasons, the Customer may choose to reduce (lessen) the purchase price, withdraw from the contract, claim damages or a reimbursement of wasted expenditure. The latter two claims are further subject to the provisions of Part A, Clause 9 (General liability). Withdrawal from the Agreement does not exclude the right to compensation.
- 5.6. Failure to remedy or replace is only deemed to occur if the supplier has been given sufficient opportunity for repair or replacement without achieving the desired result, if the repair or replacement is impossible, if it is refused or unreasonably delayed by the supplier, if reasonable doubts exist regarding the chances of success or unreasonableness exists for other reasons.
- 5.7. The guarantee obligation does not include adaptation of the software to changed conditions of use and technical and functional developments, such as changes in the application or IT environment, in particular changes to hardware or of the operating system, adaptation to the scope of functions of competing products or creation of compatibility with new data formats.
- 5.8. In the event of material defects in standard software supplied by third parties or performance by a third-party vicarious agent, MOJIN ROBOTICS is entitled, with the effect of releasing it from all liability, to assign claims against suppliers, the manufacturer or other third parties to the Customer for the purposes of rectification or replacement supply, unless this is unreasonable for the Customer. The above also applies where MOJIN ROBOTICS has adapted, configured or otherwise changed the software in accordance with the Customer's requirements, unless the material defect has been caused by MOJIN ROBOTICS' own performance.
- 6. Obligation to inspect and give notice of defects**
- 6.1. The Customer will inspect the delivered software including the documentation within eight working days after delivery, with particular regard to the completeness of the data carriers and manuals as well as the operability of basic program functions. Defects that are detected or detectable must be reported to MOJIN ROBOTICS in writing within eight working days. The defect notification must contain a detailed description of the defect. A defect notification can also be submitted in electronic form via email to the address support@MOJIN-robotics.de. In this case, however, it is only effective if receipt by MOJIN ROBOTICS is likewise confirmed by email.
- 6.2. Defects that cannot be determined within the scope of the described proper inspection must be reported within eight working days following discovery in compliance with the provisions of Clause 6.1.
- 6.3. If the duty to inspect the goods and to give notice of defects is breached, the software is deemed approved in view of the defect in question.
- 7. Retention of title**
- 7.1. Should MOJIN ROBOTICS assert the retention of title in accordance with Part A, Clause 14, the Customer's right to continue to use the software expires.
- 7.2. Should MOJIN ROBOTICS assert the retention of title in accordance with Part A, Clause 14, the Customer must hand over or delete all copies of the program made by it.
- 8. The Customer's special obligations**
- 8.1. The Customer must comply with the technical minimum requirements in accordance with the manufacturer's respective offer description and product documentation for the use of the contractual products.
- 8.2. As far as contractual software is not delivered pre-installed on hardware components, the installation and integration is the sole responsibility of the Customer. MOJIN ROBOTICS offers to support it for a fee based on a separate agreement (for example, in the form of a software maintenance agreement).

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- 8.3. The Customer ensures that it performs program and data backups before installing and configuring contractual hardware and software components.
- 8.4. Without prejudice to any of the Customer's warranty rights, the software of MOJIN ROBOTICS may only be updated by MOJIN ROBOTICS during the term of the Agreement.
- 9. Software maintenance and servicing of hardware**
- 9.1. Unless otherwise specified in the written offer, a respective Software Maintenance Agreement with a minimum contract period of 24 months pursuant to Clause A, para. 3.1 of these terms on the granting of software usage rights comes into force with conclusion of the Agreement. MOJIN ROBOTICS will expressly refer to this contractual commitment in its offers.
- 9.2. Unless otherwise specified in the written offer, a respective Hardware Maintenance Agreement with a minimum contract period of 24 months pursuant to Clause A, para. 3.1 of these terms on the purchase of a service robot comes into force with conclusion of the Agreement. MOJIN ROBOTICS will expressly refer to this contractual commitment in its offers.
- 9.3. The Customer's warranty rights remain unaffected by the software maintenance or servicing agreement.

- Maintenance services that become necessary as a result of using the software on a different hardware system or different operating system.
 - Maintenance services following an intervention into the software's program code by the Customer.
 - The elimination of faults or damage caused by the Customer's improper handling, by the intervention of third parties or by force majeure.
 - Maintenance services with regard to the interworking of the contractual software with other computer programs that are not the subject of the maintenance agreement.
 - Extensions and/or improvement of the contractual software's original functionality (upgrades).
 - Improvements to hardware components.
- These services may be the subject of separate written agreements between the parties.

2. Rights of use

- 2.1. Should MOJIN ROBOTICS make the latest program versions available to the Customer under this maintenance agreement, MOJIN ROBOTICS grants the Customer usage rights in accordance with Clause B, para. 3 of these provisions.
- 2.2. If the Customer uses subjects of the agreement that are intended to replace earlier ones, the right to use the replaced subject of the agreement expires.

3. The Customer's special obligations

- 3.1. When circumscribing, delimiting, identifying and reporting errors, the Customer must follow the instructions given by MOJIN ROBOTICS. If necessary, the Customer must use checklists from MOJIN ROBOTICS.
- 3.2. The Customer must diligently and clearly state its error notifications and questions. It must use skilled employees for this purpose.
- 3.3. The Customer is present in person during required test runs, or provides skilled employees who are authorized to make judgments and decisions regarding deficiencies, functional enhancements, functional reductions and changes to the program structure. If necessary, other work with the computer system should be discontinued while the maintenance work is being performed.
- 3.4. The Customer grants MOJIN ROBOTICS remote access to the software by means of telecommunications or over the internet. The Customer makes the necessary connections in accordance with the instructions of MOJIN ROBOTICS.

C. Supplementary Terms "Software Maintenance"

1. Subject of the agreement

- 1.1. Unless otherwise specified in the written offer, the software maintenance services of MOJIN ROBOTICS include the following:
- Transfer of the latest program versions (updates) as well as correction deliveries (patches) of the contractual standard software as well as any necessary adjustments to the Customer's IT system environment. Transfer also includes the installation of the software, provided this is more difficult than the mere menu-driven transfer of the program code to the data or program carrier as well as providing the Customer with the required instruction and advice;
 - Update of the user documentation. Should the software's functional scope or operation be changed significantly, completely new documentation is transferred.
 - After expiry of the warranty period, removal of defects in relation to the current program version, both within the program code and within the documentation. The reaction time for the removal of defects is a maximum of ten working days.
 - Advising the Customer in written (also by fax or e-mail) form as well as over the telephone of any defect-related problems not pursuant to Part B, Clause 5 of this provision relating to the use of the software and any program errors that may occur. The telephone support service ("Hotline") is available to the Customer on working days between 9.00 am and 5.00 pm.
 - Errors and/or support requests submitted in writing will be addressed using a specific "ticket number" at the latest on the afternoon of the working day following receipt. To accelerate the process, this takes place as far as possible over the telephone. The Customer must therefore add the name and telephone extension of the responsible employee to each written notification. In the case of error messages or consulting requests by email, the answer can also be sent via email.
- 1.2. Further service levels are subject to remuneration and may be the subject of separate written agreements between the Parties.
- 1.3. The following services are not included in the contractor's contractual software maintenance services:
- Advice outside the on-call times specified in Clause 1.1.

D. Supplementary Terms "Training"

1. Subject of the agreement

- 1.1. The subject of these Supplementary Terms "Training" is the provision of suitable knowledge and information to the Customer or third parties designated by it in order to be able to control or use the products specified in the respective offer at the user level.
- 1.2. The nature, content, duration and timing of the training measures is a binding subject of the respective offer.
- 1.3. MOJIN ROBOTICS will provide qualified and skilled employees for the training. The Customer is not entitled to training by specific employees.
- 1.4. Unless otherwise expressly agreed, training is carried out on the Customer's premises. The Customer is obliged to provide sufficient technical equipment for the training there free of charge.
- 1.5. The training is aimed at people who have at least basic IT and IT skills.
- 1.6. The services according to Clause 1.1 are provided without exception on a service basis; no outcome of our service in this respect is owed in any form.

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2. Cooperation obligation and commercial basis

- 2.1. The following obligations to cooperate concurrently form the essential commercial basis:
- 2.2. The Customer is obliged to cooperate in a way that conforms to the purpose of the Agreement. These cooperation obligations include, in particular, the provision of comprehensive information on the system environment and the intended general purpose and scope of the products, as well as the provision of all information within the sphere of the Customer, such as corporate objectives, special organizational, administrative, procedural conditions or other requirements and circumstances that may be relevant as a system environment.
- 2.3. The Customer ensures that MOJIN ROBOTICS has access to the products' spatial application areas as far as necessary.
- 2.4. The Customer ensures that all cooperation services necessary for the provision of the agreed service are provided to MOJIN ROBOTICS in a timely manner, in full and free of charge. All services to be provided by the Customer are a prerequisite for the contractual provision of services. If the Customer does not fulfill these services or does not do so in good time, the resulting wasted time expenditure, increases in fees or postponements shall be at its expense.
- 2.5. Appointments and meetings necessary for the fulfillment of the Agreement are to be coordinated with MOJIN ROBOTICS and the subject of timely consultation if they cannot be honored.
- 2.6. The Customer must ensure that it carries out sufficient ongoing backup of its data.

3. Remuneration

Unless expressly otherwise agreed, training costs will be calculated in accordance with MOJIN ROBOTICS' current price list; travel expenses and expenses are to be reimbursed additionally.

4. Rights of use

- 4.1. Upon full payment of the agreed remuneration, the Customer receives the non-exclusive, temporally and spatially unlimited right to use training materials provided by MOJIN ROBOTICS for internal applications and purposes.
- 4.2. However, MOJIN ROBOTICS is under no obligation to provide training materials or application documentation; the training is fundamentally performed with direct demonstration.
- 4.3. In all other respects, MOJIN ROBOTICS reserves all rights, i.e. in particular the right to edit, reconfigure or change, further develop, reproduce, distribute, present, transfer wirelessly or via telecommunication lines the documents and works produced in the course of the training at will, as well as to transfer their limited or unlimited usage rights to third parties without the Customer's permission, insofar as this does not conflict with statutory or contractual non-disclosure obligations.

E. Supplementary Terms "Hardware Maintenance"

1. Subject of the agreement

- 1.1. The subject of these Supplementary Terms is the maintenance of hardware components in the form of maintenance at specific time intervals and repair according to customer requirements at a specific location (place of performance) according to the offer's respective specification.
- 1.2. Outside the contractual intervals, times or locations, the Customer can only request maintenance according to separate agreement and remuneration.

- 1.3. The services according to Clause 1.1 exclusively serve to maintain the operational readiness of a service robot's contractual hardware components (hardware); any further outcome of the maintenance service is not owed.

2. Scope of service

- 2.1. MOJIN ROBOTICS carries out preventive periodic inspections to maintain the hardware. These inspections are carried out during the business hours specified in Clause 3.1 and are scheduled with the Customer. Maintenance includes, in particular, inspection of the essential functions of the hardware, inspection of wearing parts, cleaning and the adjustment of operating parts and, if necessary, the replacement of defective or no longer functional parts.
- 2.2. In accordance with the following regulations contained in Clause 3, MOJIN ROBOTICS undertakes to repair the hardware at the request of the Customer. The repair is carried out via the telephone service and – if necessary – with repair or other troubleshooting measures at the place of performance. If repair work does not lead to success within 120 hours from the receipt of the fault report, MOJIN ROBOTICS will provide the Customer with a replacement for the affected hardware components. The obligations to carry out repair work and the provision of replacement components are omitted, as far as it appears that operational readiness cannot be restored or can only be restored with unreasonable effort. Unreasonableness is deemed if the expense measured in personnel and/or material costs would exceed twice the remuneration agreed for the contractual billing period.
- 2.3. For requested repair work that does not fall within the on-call maintenance period specified in the following Clause 3, all costs associated with the deployment, service and accommodation of its personnel, as well as all costs associated with the repair or replacement of parts, if the faults occurred in accordance with proper usage of the hardware, must be remunerated according to the following Clause 5.
- 2.4. The parts delivered as replacements are new or as new and in perfect working order. The replaced parts become the property of the contractor; the Customer assures that rights of third parties do not prevent this exchange and transfer of ownership.
- 2.5. The Customer's warranty rights (Part A, Clause 7) remain unaffected; they also apply to exchanged parts.
- 2.6. **Not included in the maintenance services are:**
 - 2.6.1. repair work outside of the on-call maintenance periods specified in the following Clause 3;
 - 2.6.2. measures to remedy faults due to operating errors, other improper handling, technical intervention by the Customer or third parties or external influences for which MOJIN ROBOTICS is not responsible;
 - 2.6.3. costs of replacement parts that are subject to special wear and tear (if these are expressly referred to in the quotation as "wearing parts"), consumables (such as cleaning agents, greases or oils) and data carriers;
 - 2.6.4. maintenance of accessories, modifications, attachments or other technical equipment not included in the offer;
 - 2.6.5. work outside of the hardware.
- 2.7. Additional services of the kind referred to in paragraphs 2.5.1 to 2.5.5 above will be provided by MOJIN ROBOTICS at the request of the Customer according to a separate agreement.
- 2.8. MOJIN ROBOTICS maintains a maintenance logbook at the place of performance, in which the beginning and duration of all maintenance work, the respective serviced components and the cause of the maintenance work are recorded. During repair work, the exact times of the fault report and the restoration of operational readiness are also indicated, and the faults and their causes are briefly

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described. The entries in the maintenance logbook must be signed by the maintenance personnel of MOJIN ROBOTS.

3. On-call maintenance period

- 3.1. Unless otherwise specified in the offer, maintenance work is generally carried out between Monday and Friday in the hours between 9.00 am to 5.00 pm.
- 3.2. The telephone service ("Hotline") is available to the Customer from Monday to Friday in the hours between 9.00 am and 5.00 pm.

4. Cooperation obligation and commercial basis

- 4.1. The following obligations to cooperate concurrently form the essential commercial basis:
- 4.2. When using the hardware and when reporting and delimiting faults, the Customer observes the operating instructions and any other advice given by MOJIN ROBOTICS.
- 4.3. As far as is reasonable, the Customer shall take the necessary measures to facilitate the identification of the errors and their causes and to reduce the number of repeated runs.
- 4.4. The Customer gives MOJIN ROBOTICS the necessary time and opportunity to carry out the maintenance work. In particular, MOJIN ROBOTICS receives unfettered access to the hardware as well as the space necessary for undisturbed maintenance work. The Customer maintains all technical facilities (including telephone and internet connection) required for the maintenance and makes them available to MOJIN ROBOTICS' maintenance personnel to a reasonable extent free of charge.
- 4.5. At the request of MOJIN ROBOTICS, the Customer assigns an expert representative as contact and support for the maintenance personnel at the place of performance.
- 4.6. Before exchanging parts or devices, the Customer will immediately remove programs, data carriers, changes and add-ons at the request of MOJIN ROBOTICS.
- 4.7. MOJIN ROBOTICS is exempted from its maintenance obligation as long as the Customer does not fulfill its duty to cooperate under this provision; the claim for remuneration remains unaffected.

5. Remuneration

Unless otherwise agreed, maintenance costs are calculated in accordance with MOJIN ROBOTICS' current price list.

F. Supplementary Terms – Rent

1. Subject of the agreement

- 1.1. The subject of these Supplementary Terms is the temporary provision of service robots and the application and/or controlling software (hereinafter also referred to as the "Subject of the Agreement") for use at a specific location (place of performance) according to the respective specification in the offer by MOJIN ROBOTICS.
- 1.2. Insofar as the services of setting up the Subject of the Agreement at the place of performance and/or training for its use are Subjects of the Agreement, they will be billed separately at the agreed cost. Unless explicitly agreed otherwise, the provisions in Part D and Part A, Section 5.1 shall apply.

2. Rental period and handover

- 2.1. The Rental Agreement begins and ends at the times specified in the offer and is renewed for the length of this basic rental period, unless one of the contracting parties terminates the Rental Agreement by giving notice of 1

month to the end of the respective Agreement. Notice of termination must be given in text form.

- 2.2. MOJIN ROBOTICS shall provide the renter with the Subject of the Agreement, including any accessories and operating instructions, for pickup at the latest at the beginning of the rental period, subject to any delivery of any Subject of the Agreement in the offer to the place of performance at the risk of the renter; in this case, the renter shall bear the shipping or delivery costs incurred.

3. Rent and terms and conditions of payment

- 3.1. The rent stated in the respective offer is net plus the statutory value added tax.
- 3.2. Unless explicitly agreed otherwise, the rent shall be transferred monthly in advance, at the latest by the third workday of a month, to the account of MOJIN ROBOTICS: Sparkasse Ludwigsburg, IBAN: DE55 6045 0050 0030 1826 44, BIC: SOLADES1LGB. The receipt (credit) of the money is authoritative for determining the timeliness of the payment.
- 3.3. In case of a delay in payment, MOJIN ROBOTICS is entitled to charge interest on arrears in the amount of the damage incurred, but at least in the amount of 9 percentage points above the current base interest rate.
- 3.4. If the renter is in default with at least one payment installment for more than ten calendar days, MOJIN ROBOTICS is entitled, after unsuccessful reminder, to take back the Subject of the Agreement at the expense of the renter without having to give notice of termination in advance.

4. Usability of the Subject of the Agreement and warranty

- 4.1. The renter is given the opportunity to inspect the Subject of the Agreement before pickup or delivery or to have it inspected by a third party. When the Subject of the Agreement is handed over, a handover protocol shall be drawn up and signed by an employee authorized by MOJIN ROBOTICS and by the renter. It shall document all visible defects and complaints to be remedied by the lessor.
- 4.2. Defects, which exclude or at least considerably restrict the use of the Subject of the Agreement for contractual use, will be remedied by MOJIN ROBOTICS within a reasonable period of time after appropriate notification of the defect by the renter. Notification of defects by the renter must at least be given in text form. The remedy of defects shall be carried out at the discretion of the lessor by free repair or replacement delivery.
- 4.3. The renter may not enforce a rent reduction by deducting the agreed rent. Corresponding enrichment or damage compensation claims remain unaffected.
- 4.4. The renter's right of termination due to non-granting of the use in accordance with Section 543 (2) (1) (1) of the German Civil Code [Bürgerliches Gesetzbuch, BGB] is excluded, unless the repair or replacement delivery can be regarded as having failed.

5. Duties of care and diligence

- 5.1. The renter is obligated to use the Subject of the Agreement in accordance with its purpose and the terms of the Agreement, to treat it with care, to protect it adequately against theft, unauthorized operation and damage, and to have it operated only by trained third parties.
- 5.2. The renter is obligated to keep the Subject of the Agreement in operational and roadworthy condition during the rental period. All operating and ancillary costs (e.g. electricity, hydraulic fluids) shall be borne by the renter.
- 5.3. When handling the Subject of the Agreement, the renter is obligated to observe all relevant accident prevention

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- and occupational safety regulations or to ensure that they are observed.
- 5.4. The renter is not entitled to make any changes or modifications to the Subject of the Agreement. In particular, the renter shall not be entitled to decompile, store, edit, reproduce or distribute integrated control and/or operating software of the respective service robot on media other than the service robot provided for rent. The renter receives no further rights of use to the software components provided with the robots than are necessary for the intended use of the Subject of the Agreement. The rights of the renter according to Sections 69d and 69e of the German Copyright Act [Urhebergesetz, UrhG] remain unaffected.
- 5.5. The renter must inform MOJIN ROBOTICS immediately if the Subject of the Agreement has been damaged or should be seized by a third party due to a title claim asserted against it. In this case, the renter must also allow MOJIN ROBOTICS to inspect the seizure protocol.
- 6. Sub-renting**
The sub-renting or lending of the Subject of the Agreement to third parties is not permitted.
- 7. Maintenance**
MOJIN ROBOTICS assumes all necessary maintenance and (with regard to software components) update services during the rental period and bears the corresponding costs, unless the services have become necessary due to improper or non-contractual handling of the Subject of the Agreement by the renter.
- 8. Liability**
- 8.1. MOJIN ROBOTICS does not guarantee that the renter will be able to use the Subject of the Agreement according to its ideas and for the purpose planned by it when using it as contractually agreed.
- 8.2. The claims of the renter are subject to the provisions in Part A, Section 9 (General Liability) and, with regard to integrated software components, analogously to the provisions in Part B, Section 5 (Liability for Defects). Otherwise, the statutory provisions shall apply.
- 9. Rental security**
- 9.1. Unless otherwise specified in the offer from MOJIN ROBOTICS, the renter will make, at the beginning of the Rental Agreement, a security payment to r ROBOTICS or provide an unconditional, irrevocable and directly enforceable guarantee from a German bank in the amount stated in the offer in order to secure the fulfillment of the obligations of the renter arising from the Rental Agreement.
- 9.2. MOJIN ROBOTICS shall deposit the security paid separately from its assets with a credit institution at the usual interest rate for savings deposits with three months' notice for termination. The renter is entitled to the interest, which increases the security.
- 9.3. The security payment in the form of the security paid shall be repaid after termination of the Rental Agreement if the Subject of the Agreement is returned in the condition stipulated in the Agreement and if there are, subject to other statutory provisions, no longer claims under the Rental Agreement.
- 10. Inspection and examination right**
MOJIN ROBOTICS is entitled at any time during the rental period to inspect the Subject of the Agreement or have it inspected by an authorized third party. In addition, MOJIN ROBOTICS is entitled, after prior consultation with the renter, to examine the Subject of the Agreement at any time or have it examined by an authorized representative. The renter must support MOJIN ROBOTICS to the extent that such is possible.
- 11. Extraordinary termination without notice**
- 11.1. The parties shall have the right to extraordinary termination without notice for cause (Section 543 of the Civil Code). MOJIN ROBOTICS is entitled in particular to terminate the Rental Agreement without notice if the renter violates its duties under Section 5 despite written warning.
- 11.2. The notice must be given at least in text form. In all other respects, termination without observing a period of notice (termination without notice) shall in principle be governed by the statutory provisions.
- 12. Return of Subject of the Agreement**
- 12.1. At the end of the Rental Agreement, the renter must return the Subject of the Agreement in proper condition, otherwise MOJIN ROBOTICS is entitled to have the expenses necessary for the restoration of the proper condition carried out by itself and to bill the renter for the costs incurred.
- 12.2. In the sense of the preceding paragraph, the condition is deemed to be proper in particular if the Subject of the Agreement is returned in operational and cleaned condition, including all accessories and documents handed over, or – if agreed – made available for pickup.
- 12.3. The Subject of the Agreement shall not be deemed to have been returned until the proper condition of the Subject of the Agreement has been restored. The same applies if the Subject of the Agreement is not returned in full.
- 12.4. Unless expressly agreed otherwise, the return or return delivery must be made at the risk of the renter to the place of business of MOJIN ROBOTICS.
- 12.5. In the event of late return, the renter must pay the agreed (proportionate) rent for each day of the delay, unless it proves that MOJIN ROBOTICS has incurred no or only minor damage. Further claims for damage compensation by MOJIN ROBOTICS remain unaffected by this.
- 12.6. The renter is obligated to notify MOJIN ROBOTICS of the day of the intended return delivery of the Subject of the Agreement 2 weeks in advance. The return delivery has to take place on workdays (Mon.-Fri.) between 9:00 am and 4:00 pm, so that an examination of the Subject of the Agreement according to the following paragraph is guaranteed on the day of the return delivery.
- 12.7. Upon return, the Subject of the Agreement shall be examined by MOJIN ROBOTICS or by a third party engaged by MOJIN ROBOTICS in the presence of the renter, with the outcome of the examination being documented in a handover protocol to be signed by both parties. If no agreement can be reached on the protocol, the Subject of the Agreement shall be examined by an expert at the request of one of the parties. In the event of a dispute, the expert must be appointed by the competent Chamber of Industry and Commerce. He or she shall draw up an expert opinion binding for both parties on the nature and extent of the defects and/or damage as well as the anticipated cost of elimination. He or she will also determine who shall bear the costs of preparing this expert opinion.