

## **General Terms and Conditions – Automated Inspection Service (AIS) of Inspekto GmbH**

These General Terms and Conditions – Automated Inspection Service (AIS), together with any other agreements or terms incorporated by reference, including the Privacy Policy (<https://inspekto.com/privacy-policy/>), (the "**Terms**") govern any proposal, quote, estimate or other ordering document incorporating these Terms by reference (each, a "**Quote**") between Inspekto GmbH (the "**Company**") and the customer whose details are set forth in such Quote (the "**Customer**"). By accepting the Quote, issuing an order or estimate under the Quote or by accepting or using the Products and/or Services specified thereunder, the Customer agrees to these Terms. By accepting these Terms, you represent that you have the authority to bind the Customer on behalf of which you are accepting these Terms. If the entity that you represent does not agree with these Terms, you must not accept these Terms or accept or use the Products and/or Services.

### **1. Pricing and Payment**

- 1.1 Any prices quoted by the Company in the Quote regarding the products to be leased under the Automated Inspection Service (AIS) by the Company including but not limited to the INSPEKTO S70 system ("**Products**") or services to be provided by the Company ("**Services**") under the Quote, are valid for sixty (60) days, unless otherwise noted in the Quote. Unless explicitly provided otherwise in the Quote, any quoted prices are exclusive of VAT and all other taxes, licenses, permits, fees, and, custom duties, which shall be borne by the Customer.
- 1.2 Unless otherwise agreed in writing between the Customer and the Company, the Customer shall pay the fees applicable to the Products and Services under the Quote on a quarterly basis, within seven (7) days of invoice delivery. The Customer shall pay the fees applicable to the Products and Services in accordance with the payment terms set forth in the Quote. Any applicable additional expenses shall be borne by the Customer.

### **2. Delivery, Shipping, and Installation - Return**

- 2.1 Except as provided otherwise in these Terms or in the Quote, the Products are leased and delivered Ex Works (EXW) Incoterms®2020 the manufacturing facility of the Company in Heilbronn, Germany, in accordance with the time schedule specified in the Quote, subject to prompt receipt of all necessary information and reasonable cooperation from the Customer.
- 2.2 The Products shall be installed at the Customer's facility only by personnel of the Customer who have been trained by the Company to perform such installation and who are certified as required by applicable law. The Customer shall use the Products only in accordance with the applicable documentation provided by the Company (the "**Documentation**").
- 2.3 The Company shall not be liable for delays in its performance under these Terms or the Quote due to force majeure or causes beyond its reasonable control. In the event of any such delay, the date of delivery shall be extended for a period of time equal to that lost by reason of the delay.

- 2.4 The prices quoted in the Quote are exclusive of any and all taxes, freight, and delivery charges (unless mentioned specifically in the Quote) and/or other charges applied by any governmental or other body and paid by the Company in connection with the delivery of the Products to the Customer.
- 2.5 The Customer is responsible to notify the Company in writing within five (5) Business Days of the receipt of any shipment of any missing or damaged items in such shipment. "Business Day" in terms of these Terms shall mean any other day than Saturday, Sunday, or any public holiday at the Company's place of business.
- 2.6 The Customer is responsible for compliance with any applicable import legislation and/or regulations which may apply to the import of the Products to the country of destination.

### **3. Intellectual Property**

- 3.1 All intellectual property rights in the Products, Software, Services and Documentation (the "**Company Materials**") and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with the Company.
- 3.2 The Customer shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Company Materials or any part thereof for any purpose; (ii) not represent that it possesses any proprietary interest in the Company Materials or any part or derivative thereof; (iii) not directly or indirectly, take any action to contest the Company's intellectual property rights or infringe them in any way; (iv) except as specifically permitted in writing by the Company, or as reasonably necessary to utilize the Products not use the name, trademarks, trade-names, and logos of the Company; (v) except as specifically permitted herein, not copy any part or content of the Company Materials, reports or documentation other than for the Customer's own internal business purposes; (vi) not copy any features, functions or graphics of the Company Materials or use it to build a competitive product or service; and (vii) not remove the copyright, trademark and other proprietary notices contained on or in the Company Materials. The Customer shall take no action, directly or indirectly, to register Company trademarks (or their variation), domain names, or copyrights in its own name and shall provide commercially reasonable assistance to the Company at the Company's expense to prevent the occurrence of such activity by any third parties.
- 3.3 If the Customer provides any input or feedback regarding the Company Materials the Customer acknowledges that the Company may freely use such feedback and the Customer shall have no right or claim towards the Company in connection with any use of such feedback, or any intellectual property rights developed based on the feedback.

## 4. Software

- 4.1 Subject to the terms and conditions of these Terms and the Quote accepted by the Customer, the Company hereby grants the Customer solely during the Term (as defined in the Quote) a non-transferable, non-sublicensable, non-exclusive, royalty free, limited license to use the Company's software as supplied by the Company (the "**Software**") for use on or in conjunction with a single unit of the Products.
- 4.2 Except as expressly provided for in these Terms, the Customer is prohibited from:
- (a) using the Software with any other product other than the Product;
  - (b) removing or altering any copyright, trademark, or proprietary notice in or on the Software or the Product;
  - (c) copying, adapting, modifying, or enhancing any portion of the Product, or creating any derivative works based on the Product, nor permitting any person or entity under the Customer's control to do so;
  - (d) reverse engineering the Product, or decompiling, disassembling, or otherwise attempting to reconstruct the source code of the Software;
  - (e) taking any action designed to defeat the operation of any security measure incorporated in the Product;
  - (f) publishing, distributing, selling, disclosing, marketing, sublicensing, renting, leasing, displaying, providing, transferring or making available the Product, or any portion thereof, to any third party;
  - (g) using the Product in any manner not authorized by these Terms.
- 4.3 Any rights in or to any suggestion or other feedback of the Customer relating to the Software, Products and/or software or services owned or offered by the Company shall vest in the Company. The Customer is aware and accepts that all rights to artificial intelligence model adaptations using images captured by Products and/or Software are the exclusive property of the Company in the relationship between the parties. For the avoidance of doubt, the Company shall have full rights to exploit, use, copy, modify and distribute such suggestions or other feedback of the Customer and such artificial intelligence model adaptations; in particular to incorporate such suggestions or other feedback of the Customer and such artificial intelligence model adaptations into any Company's software, product, or service. The Customer undertakes not to knowingly provide the Company with suggestions, other feedback or images that infringes upon third parties' intellectual property rights.
- 4.4 The Company retains full and exclusive ownership and entitlement in any and all copy rights and other intellectual property rights associated or related to the Products, the Software and/or any derivatives thereof.

- 4.5 The Customer hereby grants to the Company a non-exclusive, worldwide, irrevocable, royalty-free, transferable, and sublicensable perpetual license to:
- (a) use images captured by Products and/or Software, and related meta data (such as but not limited to camera parameters, software settings) in order to improve and enhance Products, Software and/or software and/or services owned or offered by the Company and to adapt artificial intelligence models, and
  - (b) collect, aggregate, and use anonymous or unidentifiable usage data from users of the Products.
- 4.6 The software license granted hereunder is effective until terminated. The Customer's right under this license will terminate automatically without notice if the Customer fails to comply with any term herein. Upon the termination of this license, the Customer shall cease all use of the Software.
- 4.7 Upgrades, modifications, and additional features to the Software may apply from time to time, all in accordance with the Company's policy and sole discretion and as coordinated with the Customer in advance.

## **5. Product**

- 5.1 Throughout the Term, the Customer shall be liable to the Company for any loss of the Products or any theft of the Products. If the Products or any part thereof are lost or stolen whilst in the possession of the Customer, the Customer shall pay the Company all costs and expenses associated with the replacement of the Products or the full current replacement cost of such Products. If the Products are lost, stolen or damaged, the Customer agrees to promptly notify the Company.
- 5.2 The Products shall be kept in the Customer's possession as set out in the Quote. The Customer shall not transfer or change such location without the Company's prior written approval. No third party has or shall have rights of any kind therein. The Customer warrants and undertakes that the Products are, and shall remain during the full Term, free and clear from any right or interest of any third party, including any mortgage, charge, pledge, lien, attachment, assignment or any other encumbrance or security interest or arrangement of whatsoever nature over or in the relevant Products.
- 5.3 The exclusive ownership in the Products shall remain with the Company throughout the Term, and the Customer shall not be given any right of ownership in the Products, other than the right to hold the Products and use it for its internal business purposes.
- 5.4 Prior to return of the Products to the Company at the end of the Term, the Customer shall download any information or data stored on the Product which the Customer wishes to retain. The Company may delete any data or information stored on the Products upon receipt thereof. Upon the termination or expiration of the Term, the Customer shall return the Products to the Company at its sole cost and expense.

5.5 If the Customer fails to effect payment pursuant to Section 1, the Company may seize the Products and take all the required measures for that purpose, including entering the Customer's premises and seizing the Products, and all the expenses involved therewith shall be borne by the Customer.

## 6. **Warranty and Liability**

6.1 The Company shall maintain the Products leased to the Customer under these Terms in a condition suitable for the contractually agreed use (the "**Warranty**") for the Term (as defined in the Quote) (the "**Warranty Period**").

6.2 The Company makes no warranty whatsoever and shall have no liability whatsoever with respect to defects, failures or deficiencies of any Products leased hereunder, which result, directly or indirectly, from: (i) improper use or operation, improper handling, installation or maintenance, improper storage, unnecessary or improper alterations, modifications, adjustments or repairs; or (ii) any reason external to the goods furnished by the Company, including without limitation, mechanical or otherwise any physical impact on the Customer's manufacturing line or plant, accident, fire, flood and extreme weather conditions.

6.3 The Company makes no representation and grants no warranty regarding the performance, results or suitability of any Product to the Customer's intended use; the entire risk as to the results and performance of the Product is assumed by the Customer.

6.4 In no event shall the Company be liable for any special, incidental, punitive, consequential or indirect damages, or for loss of use, loss or corruption of data, or cost of procurement of substitute goods or services, in connection with or arising from the use of any Products or the provision of any Services, or the Customer's use of or inability to use the Software or the Products, however caused, under any theory of liability, and regardless of whether the Company has been advised of the possibility of such damages. In no case shall the Company's aggregate liability under these Terms or arising out of the Customer use of the Software or any Product or the provision of Services exceed the amount paid by the Customer for the particular Product or Services involved.

6.5 The Software licensed hereunder is licensed on an "as-is" basis without warranty of any kind. The Company makes no representations or warranties of any kind and disclaims all warranties, expressed, implied or statutory, including but not limited to the warranties of merchantability, performance, results, fitness for a particular purpose, and noninfringement. The Company and its affiliates do not warrant that the Product and/or the Software will meet the Customer's requirements, that the Product and/or Software and/or the Product thereof will be uninterrupted or error-free, or that all errors will be rectified. The Customer expressly acknowledges and agrees that the use of the Software is at Customer's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is solely with the Customer. This disclaimer of warranty constitutes an essential part of these Terms.

## 7. Insurance

During the Term, except for actual physical damage to the INSPEKTO S70 system, the Customer shall be responsible for all risks of physical damage to, loss, theft, fire, or destruction of, or diminution in value of the Products, as well as third party and reflected damage risks. The Customer shall also be responsible for the proper use and deployment of the Products. The Customer will insure the Products against risks of theft, fire, or other loss, damage, or diminution of value in an amount not less than the price of new Products. The Products shall be returned to the Company in as good a condition as when received by the Customer, except for reasonable wear and tear.

## 8. Export Control and Sanctions Compliance

- 8.1 The Customer shall comply with all applicable sanctions, embargoes and (re-)export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "**Export Regulations**").
- 8.2 The Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software, documentation and/or services (collectively "**Deliverables**") from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Deliverables to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the Deliverables for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) facilitate any of the aforementioned activities by any user of the Deliverables.
- 8.3 Upon request by the Company, the Customer shall promptly provide the Company with all information pertaining to user(s), the intended use and the location of use of the Deliverables.
- 8.4 The Customer will indemnify and hold harmless the Company, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to the Customer's noncompliance with this Section 8, including the Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and the Customer shall compensate the Company for all losses and expenses resulting thereof.
- 8.5 The Company shall not be obligated to fulfill the legal contract between the Company and the Customer if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- 8.6 The Customer acknowledges that the Company may be obliged under the Export Regulations to limit or suspend access by the Customer and/or user(s) to the Deliverables.

## 9. Re-Export Prohibition

- 9.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied by the Company under or in connection with an accepted Quote (including, but not limited to, hardware, software, technology, and corresponding documentation) (“**Goods**”).
- 9.2 The Customer shall undertake its best efforts to ensure that the purpose of Section 9.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 9.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 9.1.
- 9.4 Any violation of Sections 9.1, 9.2 or 9.3 shall constitute a material breach of an essential element of an accepted Quote, and the Company shall be entitled to seek appropriate remedies, including, but not limited to:
- request a plan to remedy the infringement,
  - claim penalties in the amount of the price of the re-exported Goods or 50% of the contractual value whichever is higher,
  - rescind the affected accepted Quote,
  - suspend any of its business relationships with the Customer and/or any affiliate of the Customer, until the breach of Section 9.1 is remedied; and/or
  - terminate the accepted Quote.
- 9.5 The Customer shall immediately inform the Company about any problems in applying Sections 9.1, 9.2 or 9.3, including any relevant activities by third parties that could frustrate the purpose of Section 9.1. The Customer shall make available to the Company information concerning compliance with the obligations under Sections 9.1, 9.2 and 9.3 within two weeks of the simple request of such information.
- 9.6 The Customer will indemnify and hold harmless the Company, its affiliates, subcontractors, and their representatives, against any claims, damages, fines, and costs (including attorney’s fees and expenses) relating in any way to the Customer’s non-compliance with Sections 9.1, 9.2, 9.3 or 9.5.

## 10. Miscellaneous

- 10.1 The Customer may not assign any accepted Quote made in accordance with these Terms or any right the Customer may have pursuant to these Terms without the Company's prior written permission.
- 10.2 The Customer is solely responsible for compliance with any applicable law (including, without limitation data protection and privacy laws) and regulations in connection with the use of the Products. The Company shall take any necessary measure in order to comply with any applicable data protection and privacy laws and regulations with respect to any personal data the Customer may provide in the course of the Customer's engagement with the Company.
- 10.3 To the extent the Company processes any personal data on the Customer's behalf when performing its obligations under any agreement governed by these Terms, the Customer acknowledges and agrees that the Data Processing Agreement ("DPA") ([https://inspekto.com/data\\_protection\\_addendum/](https://inspekto.com/data_protection_addendum/) HFNDOCS# 7428255v2 – Inspekto – Customer DPA Final V100) shall govern the processing of personal information transferred under the agreement.
- 10.4 These Terms shall be governed by and interpreted in accordance with the substantive laws, excluding choice-of-rules, of Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.
- 10.5 Notwithstanding the foregoing, the Company may, without limiting its other rights and remedies, be entitled to seek equitable relief, including but not limited to injunctive relief, in any court of competent jurisdiction.
- 10.6 In the event that it is determined by a court of competent jurisdiction that any provision of these Terms is invalid, illegal, or otherwise unenforceable, such determination shall not affect the validity and enforceability of any other legal enforceable provisions hereof unless such illegality, invalidity or unenforceability destroyed the underlying business purpose of the affected transaction.
- 10.7 No delay or omission by the Company in exercising any of its rights hereunder shall operate as a waiver of such rights.
- 10.8 Without derogating from any right or remedy available to the Company under any law or agreement, the Customer will defend, indemnify, and hold the Company and/or any affiliate thereof harmless from any and all claims, losses, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever (collectively referred to as "**Claims**") in connection with the installation, use or implementation of a Product by or for the Customer. The Company will have the right to participate in or conduct the defense of such Claim with counsel of its own choice. The Company will use reasonable effort to promptly notify the Customer of any such Claim. No settlement of a Claim will be binding on the Company without its prior written consent.