General Terms and Conditions for the Use of the IIoT Platform "horstCOSMOS", the Software Modules of the "horstOS" Product Family as well as the associated AI functionalities.

(GTC for Digital Products and Software Packages, Version July-2024)

1. SCOPE AND BASICS

1.1.   The following general terms and conditions shall exclusively apply to all services within the framework of a contract with fruitcore robotics GmbH, Macairestr. 3, 78467 Konstanz ("fruitcore robotics") for the use of our IIoT platform "horstCOSMOS", the software packages of the product family "horstOS" and the associated AI functionalities (functionalities based on artificial intelligence) (hereinafter referred to as "Digital Products" or also as "IIoT Products") (GTC for Digital Products and Software Packages). If the customer has any other terms and conditions, they shall not become part of the contract. They are hereby expressly rejected.

1.2.   Our GTC apply exclusively to operators within the meaning of Section 14 of the BGB (German Civil Code). Furthermore, our conditions also apply to use in and at schools and universities. By concluding the contract, the customer confirms that they will use our services, software, and products as an operator within the meaning of Section 14 of the BGB.

1.3.   The use of the IIoT platform "horstCOSMOS", our software packages of the product family "horstOS" and the associated AI functionalities requires, in any case, a robot from the product family "HORST" to be purchased. With the purchase of a robot, the customer also acquires the operating software "horstOS", the switch cabinet "Control" and the operating panel "Panel".

1.4.   The robot operating software "horstOS" is purchased by the customer for unlimited use (one-time payment model) when buying a robot from the "HORST" product family.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

1.5. The Additional Features "Advanced Graphical Features", "Advanced Interfaces" and "PLC Features" are extensions of the robot operating software horstOS.

1.6. The Additional Features "Advanced Graphical Features," "Advanced Interfaces," and "PLC Features" can either be purchased by the customer for unlimited use when purchasing a robot from the "HORST" product family ("One Time Payment Model") or can each be rented and used for 1 year at a time ("Subscription Model").

1.7. The Additional Feature "AI Features" can only be rented for 1-year usage periods ("Subscription Model"). Further products that can be purchased in the subscription model are the simulation software "horstOS Simulation" and access to the online training platform "Academy Plus."

1.8. The use of all software packages from the "horstOS" product family always requires the IIoT platform "horstCOSMOS" to be used at the same time. If the customer is provided with access to "horstCOSMOS" free of charge or at a discount, the customer is only entitled to use the functions and products that were available at the beginning of the usage period they booked.

1.9. The use of the Additional Feature "AI Features" requires a functional internet connection by the customer or alternatively, the use of the surf stick with SIM card provided free of charge by fruitcore robotics.

2. DEFINITIONS

2.1. The "contract" consists of the contractual document (usually our email order confirmation or our offer including the customer's order), these GTC (GTC for Digital Products and Software Packages), as well as the General Terms and Conditions of Sale, Payment and Delivery (GTC), the General Terms and Conditions for Service and Warranty Packages from the "Care" family (GTC Care), which we make available to our customers as part of an automated ordering process in the version valid at the time the contract was concluded,

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

as a copy or by means of a download link sent via email and/or to be downloaded via the website.

2.2.   Authorized users are the customer's employees and their affiliated companies, as well as contractors, subcontractors, and outsourcing partners who act on behalf of the customer or their affiliated companies and have been authorized by the customer to access the fruitcore robotics applications and services and to use them within the scope of that agreed upon by contract in order to operate a robot from the HORST product family, provided that the customer provides them with user identification and a password.

2.3.   "Customer Data" means data generated, uploaded or transmitted by Authorized Users using the IIoT Products, the "horstOS" robot operating software and the associated AI functionalities.

2.4.   "IIoT Products", the "IIoT Portal" or "IIoT" describe the entirety of the online presence, software applications, and databases which come under "horstCOSMOS" for use in connection with operating a robot from the HORST product family as hardware, as well as the services associated with use or access thereto, which are provided to the customer by fruitcore robotics.

2.5.   By "user account" or "account", the parties are referring to the password-protected section of the IIoT portal through which the customer can manage all their master data, settings and measurement data, as well as their contracts, and communicate with fruitcore robotics with regard to products.

2.6.   "Use" refers to the right of authorized users to access IIoT products and the associated range of services on the IIoT platform "horstCOSMOS" during the term of the contract and to the extent agreed on by contract.

2.7.   By "Premium Account" or "Premium Customer" the parties mean a use of the IIoT Products by authorized users. The provisions in these GTC as well as those stated in our offers or order confirmations shall apply when it comes to functionality and availability, as well as to the warranty and liability for service disruptions.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

2.8.   By "Freemium Account" fruitcore robotics and the prospective customer concerned are referring to the option the prospective customer has to use the IIoT platform "horstCOSMOS" free of charge for a limited amount of time in order to familiarize themselves with it. Freemium accounts can be created by interested parties by registering on the IIoT Platform horstCOSMOS without any other contractual relationship with fruitcore robotics. With regard to a "Freemium Account", fruitcore robotics is not legally obliged to provide services of any kind and is entitled to change or terminate use at any time. The prospective customer is authorized to use the platform on a trial basis and free of charge, at most within the framework of these GTC. In all other respects, the rights of use and modalities for use of our digital products are based on the conditions agreed upon in the order confirmations we issue to individual "Freemium Customers".

2.9.   Customers may acquire the permanent rights of use for an Additional Feature "Advanced Graphical Features" and/or "Advanced Interfaces" and/or "PLC Features" by purchasing software packages of the product family horstOS in the One Time Payment Model. In the One Time Payment Model no regular software updates are included in the purchase price. These can be purchased additionally.

2.10.   Customers may acquire the time-limited usage rights for an Additional Feature "Advanced Graphical Features" and/or "Advanced Interfaces" and/or "PLC Features" and/or "AI Features" for a period of 12 months each by purchasing software packages of the product family horstOS in the Subscription Model. During the booked period customers get access to regular updates for horstOS and the Additional Features booked by them.

2.11.   Customers purchasing a robot of the "HORST" product family in the One Time Payment Model acquire the time-limited usage rights for the IIoT platform "horstCOSMOS" during the first six years of operation of the robot starting with delivery. Customers in the Subscription Model also receive the time-limited usage rights horstCOSMOS beyond the period of six years of operation. They then end with the time-limited right of use of the software package booked in the Subscription Model.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

3. SCOPE OF SERVICES, SERVICE CHANGES

3.1.   The scope of services of our IIoT platform "horstCOSMOS" includes various functions that make it possible to manage, control and maintain robots in the "HORST" product family in the broadest sense and to produce web-based evaluations and visualizations of their performance as well as the application carried out. To this end, fruitcore robotics provides the customer with a web-based interface which the customer can use to control all their devices through their user account and merge and evaluate the data generated in the process. The exact scope of the functions provided by fruitcore robotics can be found on https://horstcosmos.com and is based on the offer we have made to each individual customer.

3.2.   fruitcore robotics is entitled to continuously adapt and improve IIoT products in line with technical advances. To this end, fruitcore robotics may, from time to time, provide the customer with upgrades, updates, modifications, extensions, and other changes to IIoT Products, or make changes to the inventory of usable media materials (collectively referred to as "Changes").

3.3.   Under no circumstances will fruitcore robotics make changes to premium accounts that significantly curtail or otherwise unreasonably impair how the customer uses IIoT products. When making the changes, we will act within the framework of Section 315, paragraph II of the BGB.

3.4.   Premium customers can object to a change that they consider would significantly reduce performance, or unreasonably impair usage in any other way, at any time. If fruitcore robotics has a legitimate interest in making a change (such as for reasons of stability and security of the IIoT platform "horstCOSMOS") that surpasses the legitimate interests of the premium customer in maintaining the unchanged version, and the parties cannot come to another arrangement, either party may terminate the contract without a notice period. There shall be no reciprocal financial entitlements over and above the premium customer's entitlement to the repayment of proportionate, unused amounts.

3.5.　The specific range of services booked by the customer is based on the information provided in the individual order confirmation or offer we have issued.

3.6.　The current range of services of horstCOSMOS at the time of purchase can be seen on the website. We are continuously advancing and adding to the range of services for horstCOSMOS. The customer can therefore benefit from the progress made through our developments and the experience accumulated from all horstCOSMOS users.

3.7.　fruitcore robotics activates the software modules corresponding to the software package purchased. This involves the modules being defined via a license file which has already been configured based on the customer's order when the robot is delivered. For subsequent module orders or when upgrading or downgrading software packages, fruitcore robotics provides a new license file to be downloaded, which loads automatically when the robot is connected. This means that the new modules booked can then be used.

3.8.　fruitcore robotics warrants to customers and distribution partners/system partners that the IIoT platform horstCOSMOS and the booked software packages of the "horstOS product family" will operate in accordance with the functionalities listed on the website at the time of purchase. However, fruitcore robotics does not warrant that the products and services (access to the IIoT platform horstCOSMOS and the software packages of the "horstOS product family") will meet the customer's requirements. The warranty only covers the correction of errors in the program so that it operates according to the description, but does not cover changes or extensions to the software or its adaptation to new versions of the operating system or other involved programs.

3.9.　The software, user manual and instructions are protected by copyright.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

4. REGISTRATION AND CONTRACT CONCLUSION

4.1.   The services shown on the IIoT platform "https://horstcosmos.com" merely constitute an invitation from the customer for us to issue an offer and do not yet constitute a legally binding offer on our part. If the customer orders a service, they are making an offer to conclude a contract. The contract is only concluded when this offer is accepted by fruitcore robotics.

4.2.   For an order to become effective, it requires the customer to register with fruitcore robotics on the IIoT platform https://horstcosmos.com, whereby the customer can then create a user account. Registration requires the customer to fill out the entire registration form on the platform https://horstcosmos.com with accurate information. Should there be any changes to their information, the customer should update it immediately. The use of pseudonyms is not permitted.

4.3.   fruitcore robotics will sent out email confirmation of the registration to the email address entered and this will contain a confirmation link. Only by clicking on this link is the user finally activated and registration complete. If the customer does not click on this link within four (4) weeks, the data entered will be deleted.

4.4.   fruitcore robotics reserves the right to refuse or revoke registration in the event of non-compliance with these terms and conditions or with that stated in individual contracts, at their reasonable discretion.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

5. USE OF THE IIoT PLATFORM "horstCOSMOS" AND THE SOFTWARE MODULES FROM THE "horstOS" PRODUCT FAMILY

5.1.   fruitcore robotics offers two licensing models as part of IIoT. The customer can purchase or book IIoT products directly from fruitcore for use at their own company ("owner-user"). Sales intermediaries and system partners can purchase a license from fruitcore and redistribute it to their own customers, which enables these customers to operate the HORST robot they have purchased from them with the software. For sales intermediaries and system partners, the provisions in Section 15 of these GTC shall apply in addition and as a matter of priority.

5.2.   fruitcore robotics grants premium customers, for a fee, the non-exclusive (simple), non-transferable, non-sublicensable right, from the time the IIoT products are provided and for the entire term of the contract, to use the functions they have booked on our IIoT platform "horstCOSMOS" and from the software package in the "horstOS" product family on their own robots in the "HORST" product family, for their own business purposes by way of access to the fruitcore robotics central server. All intellectual and industrial property rights regarding the IIoT software and database and the software packages in the "horstOS" product family remain with fruitcore robotics. The aforementioned rights of use only apply to robots in the HORST product family that are operated in the Federal Republic of Germany or another member state of the EU, or Switzerland.

5.3.   With the exception of the special regulations in Section 15, the customer may not allow our sales intermediaries and system partners to use our IIoT products in such a way that is economically independent.

5.4.   The customer may not decompile or reverse-engineer IIoT software themselves or through third parties, or reconstruct the ideas, techniques, or algorithms underlying the source code of the user interfaces of IIoT products, nor may they provide, rent, lease or lend IIoT products to third parties outside the cases permitted herein, or allow the use thereof for comparable purposes from an economic perspective. Furthermore, the customer may not sublicense the rights of use and access they have been granted, transfer them to third

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

parties, remove or hide trademarks, copyrights or rightsholder notices, or other information associated with IIoT products or the associated documentation.

5.5.   The customer is not entitled to change or edit the software.

5.6.   Furthermore, the customer may not use IIoT products from fruitcore robotics for purposes that violate applicable law. This applies, in particular, to using the surf stick and SIM card, media material, the possession or processing of which is prohibited in the broadest sense, or if this violates the intellectual or industrial property rights of third parties or the rights of data subjects under the regulations on rights to privacy of the individual from the GDPR.

5.7.   Furthermore, actions that go beyond normal use and may disrupt the operation of "horstCOSMOS" products and applications are prohibited, such as stress tests, scans, or vulnerability tests performed on "horstCOSMOS" products, without obtaining the prior written consent of fruitcore robotics. Logging on to use the products via a server or with an account for which the customer does not have a valid right to access is also prohibited.

6. USE OF THE AI FEATURES

6.1.   The information and services provided through the AI Features are provided in part through OpenAI's API. By using our service, you agree that your interactions with the AI Features, specifically the AI Copilot, will be forwarded to OpenAI and processed in accordance with their [terms of use] and [privacy policy].

6.2.   No company data or personal data will be transmitted to OpenAI.

6.3.   fruitcore robotics assumes no warranty or guarantee for the accuracy, completeness or reliability of the information provided by the AI Copilot.

6.4.   The use of the AI Copilot is at your own risk. We are not liable for any damages or losses arising from the use of the AI Copilot or the information provided by the OpenAI API.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

7. SUPPLEMENTARY PROVISIONS FOR USE OF OUR "Care" OFFERS

7.1.   Our "Care" offers are subject to the special General Terms and Conditions "GTC Care" as well as the agreements in the individual case, which result from the individual contract documents.

7.2.   The warranty for our "Care" offers exclusively covers the hardware of the robots in the "HORST" product family, the switch cabinet "horstCONTROL" and the operating panel "horstPANEL". The warranty which comes with our "Care" offers does not apply to our IIoT products.

8. AVAILABILITY

8.1.   fruitcore robotics offers digital services for robots in the "HORST" product family as a SaaS solution. This means that the customer receives login details which they use to gain access to the IIoT software and database running on the fruitcore robotics server, which in turn provides the functions agreed upon. The source code is not provided. The customer must have a functional Internet connection in order to use IIoT. Alternatively, they can use the surf stick with a SIM card, which we provide free of charge. We would hereby like to inform our customers that the terms and conditions of the service provider "Emnify" (https://www.emnify.com/hubfs/20211001_terms_of_service_and_standard_service_level_obligations.pdf) apply to the use of the surf stick and SIM card which we provide free of charge. fruitcore robotics assumes no liability for the functionality of the freely provided surf sticks, SIM card, and the network coverage of the provider "Emnify". In this regard, the customer uses fruitcore robotics at their own risk.

8.2.   fruitcore robotics guarantees coverage for the use of IIoT to premium accounts at an annual average (365 days) of 93% for the Internet provided by the fruitcore robotics router. Disruptions for which fruitcore robotics is not responsible, with particular regard to disturbances on the Internet outside the interfaces of fruitcore robotics or disruptions to the customer's Internet connection, are not taken into consideration. This also applies to times in

which the platform is not available due to necessary maintenance work, provided that fruitcore robotics has announced this with reasonable notice.

9. CUSTOMER RESPONSIBILITY

9.1. The customer is responsible for all activities that are carried out under their access authorization. They shall have sole responsibility for the integrity of the data they or any co-users they have authorized provide. The customer must also make reasonable efforts to prevent unauthorized access to or use of IIoT products and must immediately inform fruitcore robotics by email at vt-innendienst@fruitcore.com of the misuse or loss of their login details, if they suspect this has occurred or of any other known or suspected security breach.

9.2. The customer is obliged to regularly back up the data they have entered in "horstCOSMOS" to prevent it from being lost by accident

9.3. In addition, fruitcore robotics will have the customer's data stored on a server by a carefully selected provider in compliance with the GDPR, taking the state of the art into account. The customer gives their consent to this when the contract is concluded. However, fruitcore robotics assumes no liability for the actual level of data protection and for whether this data is available or accessible to the customer.

9.4. Remote access generally requires the customer to have a sufficiently powerful Internet connection. The customer is the only responsible party for this. Alternatively, there is the option of remote access if and when it is possible to connect to the internet with the surf stick fruitcore robotics has provided free of charge.

10. AUTHORIZED USERS

10.1. The customer, as the party named on the registration, may only have authorized users (named users) use IIoT products, and third parties may only be permitted to use the products as co-users to the extent as agreed upon by contract. Access rights are assigned to named individuals within the user

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

hierarchy provided and may not be transferred or shared with any other party. However, they may be reassigned by the customer from time to time if designated users have terminated their employment, service, or other business relationship with the customer, or otherwise no longer require continuous use of the IIoT applications.

10.2. fruitcore robotics keeps customer data confidential. The customer remains the owner of all rights relating to their data, but grants fruitcore robotics permission to process them within the scope of the agreed purpose of the contract. In particular, fruitcore robotics is entitled to collect and evaluate the machine, process, and operating data for the robots in the HORST product family connected via "horstCOSMOS" and store them in databases. fruitcore robotics processes customer data in accordance with Art. 6, para. 1, clause 1, letters b) and f) of the GDPR exclusively within the scope of the purpose of the contract. In addition, fruitcore robotics complies with all legal requirements, in particular Art. 32 of the GDPR, with regard to administrative, physical and technical security measures put in place to protect the security, confidentiality, and integrity of customer data in accordance with the provisions of the General Data Privacy Statement (DPS). fruitcore robotics will not otherwise use or disclose customer data unless this is necessary, or ordered by the courts or official bodies, in order to fulfill the purpose of the contract or a legal obligation, or for matters of prosecution or defense.

11. PRICES, PAYMENTS

11.1. The valid prices for the use of our IIoT products as well as the software packages of the product family "horstOS" for our customers, sales agents and Certified System Partners result from our offers or order confirmation. All prices quoted are exclusive of VAT. Depending on the plan selected, we issue invoices monthly or annually over the corresponding period of service.

11.2. Payments can be made upon receipt of invoice/as advance payments.

11.3. If the use of our IIoT products and the software packages of the product family "horstOS" is to be paid for on the basis of time periods, usually per period

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

of 12 months or every calendar year, the amount due will be calculated in advance at the beginning of the service period for the entire service interval. After a service period has ended, any relevant follow-up remuneration is due on the third working day of the new service period. Unless otherwise agreed in individual cases, all payments are to be made upon receipt of the invoice/as advance payments.

11.4.   If further licenses or software extensions are booked within a service interval, these will initially be charged pro rata for the remaining term of the services previously booked, and following this, together with the other services as standard. Payment for individual services is due after the service has been rendered.

11.5.   The customer may only assert a right of retention or offset against claims which have been legally established or which are undisputed. The customer may only assign claims arising from this contract to third parties with the written consent of fruitcore robotics.

11.6.   In the event of default, default interest of nine percent (9%) p.a. will be charged.

11.7.   The fees agreed herein do not include taxes and duties on foreign transactions payable by the recipient of the service for transactions and/or the provision of services; the customer is the sole party responsible for these charges.

11.8.   If a customer is at least 30 days late with fee payment, fruitcore robotics reserves the right, without prejudice to further claims, and once a further 10 days have elapsed after fruitcore robotics has sent a written reminder to the customer, referring to the legal consequences, to suspend the use of IIoT products and the software packages of the product family "horstOS" until full payment has been received. The customer will have access to their account and data in this phase, but for a maximum of 6 months, but they cannot use the services of IIoT and the software packages of the product family "horstOS" otherwise.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

12. TERM AND TERMINATION

12.1.   The contract for the "'Subscription Model" begins on the date specified in the agreement and runs until the end of the period selected, depending on the selection made. Unless otherwise agreed in individual cases, the contract term is 12 months from the date of purchase. The customer can view the contractual information at any time via their premium account in horstCOSMOS.

12.2.   The contract is automatically extended by the same duration as the initial term unless one of the parties terminates it beforehand. A contract concluded for an indefinite period can be terminated by either party should they so desire with a notice period of 2 months before the end of the original term of the contract.

12.3.   Notice of termination shall be given by e-mail to vt-innendienst@fruitcore.de.

12.4.   After the end of the contractual period of use for a software package in the product family "horstOS", the customer's right of use also ends. However, the standard operating software "horstOS" purchased together with the robot can continue to be used in order to operate the robot in the version last available during the period of use (software-freeze). After this time, updates for "horstOS" can be booked for 12 months.

12.5.   Downgrades to lower software packages in the product family "horstOS" are only possible in the "Subscription Model" after the original 12 months contractual term has come to an end.

12.6.   Upgrades to higher software packages in the "horstOS" product family are possible at the end of a calendar month, in accordance with the offer and the other conditions and for the time left on the software package originally booked.

12.7.   The right to terminate the contract without notice for good cause remains unaffected for both parties.

12.8.   Upon termination of the contract, fruitcore robotics will stop the customer's access to IIoT products and to software packages in the product family "horstOS". However, premium account customers can still access their account for a period of 6 months and restore user data, unless they previously asked for their entire account to be deleted. fruitcore robotics usually keeps premium customers' user data for 6 months following the end of the contract and it can be restored with an online restore function. If a premium customer does not collect the data within this period, despite notice (in writing at the least) having been issued indicating the legal consequences, fruitcore robotics may delete it without replacement. Upon request, fruitcore robotics will provide the customer with their exportable user data in a file format that's standard for the market, for an appropriate, or agreed upon, amount. The order must be placed within a period of 6 months from the end of the contract.

13. WARRANTY FOR "PREMIUM ACCOUNTS" AND SALES VIA SALES INTERMEDIARIES/SYSTEM PARTNERS

A. Subscription Model

13.1.   fruitcore robotics guarantees premium customers and sales intermediaries/system partners that IIoT products and the booked software packages in the "horstOS" product family will operate in accordance with the agreed specifications and are therefore free of defects. In the event of a defect or failure with regard to IIoT products or booked software packages in the "horstOS product family", fruitcore robotics will, at their own discretion, either (1) make the relevant IIoT products or software packages in the "horstOS product family" operational once again or (2) terminate the contract and/or use for the IIoT Products or software packages in the "horstOS product family". Any claims for damages by the customer regarding issues discussed in this section shall be governed by Section 14.

13.2.   fruitcore robotics shall assume neither liability nor responsibility for delays, interruptions, service failures, and other problems arising from the use of the Internet, electronic communications, or other systems of the customer.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

13.3.   In the event of updates as per the contract, fruitcore robotics is not liable for any changes that become necessary due to an update to the customer's other programs not related to fruitcore robotics.

B.   One Time Payment Model

13.4.   In this case, the warranty period under sales law is 12 months, starting from when the customer downloads the IIoT products and/or software packages in the "horstOS product family", in accordance with the provisions of these GTC. We shall rectify matters if the IIoT products or software packages in the "horstOS product family" the customer has purchased are not in the due state at the time the customer downloads them.

13.5.   fruitcore robotics is entitled, at its discretion, to provide the form of subsequent performance that is suitable in the individual case.

13.6.   The contractual agreements reached with the individual customer, these GTC, and the List of Prices and Services at the time of purchase shall play a key role in determining the due state of the IIoT products and software packages in the "horstOS product family".

13.7.   According to legislation, it is the customer's responsibility to present and prove the existence of an initial material defect.

14. LIABILITY FOR DEFECTS OF TITLE

14.1.   fruitcore robotics shall undertake to defend and indemnify the customer against claims made by third parties due to violations of industrial or intellectual property rights arising as a result of using the IIoT products and software packages in the "horstOS product family" as contractually agreed, provided that the customer has informed fruitcore robotics of such claims in good time and has given them the opportunity to defend the claims for the customer out of court or in court and at their own expense. Contributory negligence on the part of the customer shall also be taken into account.

14.2.   However, this does not apply if the alleged infringement regards (1) the use of IIoT Products software packages in the "horstOS product family" in

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

connection with other data, products, software, processes, or materials fruitcore robotics has neither provided nor authorized, (2) the modification of IIoT Products and software packages in the "horstOS product family", (3) unauthorized use of IIoT Products and software packages in the "horstOS product family" or (4) customer data.

14.3.   If the use of IIoT products and/or software packages in the "horstOS product family" in the agreed form violates or threatens to violate a right, fruitcore robotics may, at their sole discretion and at their own expense: (1) provide the customer with the right to use IIoT products and/or software packages in the "horstOS product family" fault-free, (2) modify IIoT products and/or software packages in the "horstOS product family" so as to eliminate such a risk if making such a change does not significantly or in any other way unreasonably impair the ability to use the products as agreed ("work around"), or (3) replace IIoT products and/or software packages in the "horstOS product family" with similar, functionally equivalent products for the customer free of charge.

14.4.   If none of these options is economically feasible, fruitcore robotics may immediately terminate the contract. In this case, fruitcore robotics will reimburse any prepaid fees to the customer on a pro rata basis for the period during which IIoT products and/or software packages in the "horstOS product family" are no longer available to them.

15. LIABILITY

15.1.   With the exception of the amounts the Customer owes to fruitcore robotics based on the contractual agreements, the total liability assumed by fruitcore robotics, whether arising from a contract, a basis similar to a contract, from tort or as part of any other basis of liability, shall be limited to the amounts fruitcore robotics received from the customer in the 12 months preceding the event that led to such damages. The customer is advised to insure excessive risks.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

15.2.   The limitations of liability in Section 14.1 do not apply to damages that (1) were caused intentionally, (2) are based on negligently-caused injury to life, limb and health, (3) were caused by gross negligence with regard to standard business diligence, (4) in the case of premium accounts, are based on a violation of cardinal obligations or (5) concern liability for defects of title.

15.3.   fruitcore robotics, their affiliated companies, executives, employees, representatives, or vicarious or other agents shall not be liable to the other party for any consequential damage caused by a defect, loss of profit, business interruption, or lack of savings.

15.4.   The liability limitations in accordance with this section shall also apply in favor of the legal representatives and vicarious agents of fruitcore robotics if claims are asserted directly against these parties.

15.5.   Liability under the Product Liability Act and for a guarantee granted by fruitcore robotics remain unaffected by this.

15.6.   In the event of data loss, the liability assumed by fruitcore robotics is limited to the typical restoration costs incurred if backup copies appropriate to the risk are made on a regular basis.

15.7.   Strict liability for initial defects according to Section 536a, para. 1, 1st Alternative of the BGB, and for damages to the user caused by unauthorized access by third parties, is excluded.

16. SPECIAL REGULATIONS FOR THE DISTRIBUTION OF IIOT PRODUCTS VIA SALES INTERMEDIARIES AND SYSTEM PARTNERS

16.1.   This section concerns the distribution and operation of our software packages in the "horstOS" product family and IIoT products by our sales intermediaries and system partners who have sold robots in the HORST product family to their end customers, in their own name. These packages and products are to be used on the end devices they have sold. That stated in this section shall take precedence over any provisions to the contrary within these GTC.

16.2.   For the duration of the contract, sales intermediaries and system partners are granted the right to use and distribute our IIoT products and/or software packages in the "horstOS product family" to the extent agreed, in such a way that the sales intermediaries or system partner themselves acts as a provider to their customers. In this case, the provider is the order processor and fruitcore robotics is a subcontractor (additional processor). The sales intermediaries or Certified System Partner shall purchase the IIoT products and/or software packages in the "horstOS product family" from fruitcore robotics in accordance to the individual offer and shall redistribute them to their customers in their own name.

16.3.   For the rest, the license does not differ from the general concept of use discussed in these GTC. This means that end users cannot acquire more rights than are regulated in these GTC. All rights of use covered by a license are always limited to a specific robot in the HORST product family.

16.4.   The sales intermediary/system partner shall undertake to come to an agreement with their customers regarding the provisions of these GTC that are relevant to granting rights, and the scope and limits thereof.

16.5.   If a customer purchases a robot from the "HORST" product family and one of our digital products from one of our sales agents/system partners, fruitcore robotics will also have access to the customer's robot on the IIoT platform "horstCOSMOS", in addition to the sales agent/system partner and their customer. The sales agent/system partner shall ensure that the customer consents to this by entering into the appropriate agreements therewith. The sales agent/system partner shall also undertake to forward the end user's email address to fruitcore so that fruitcore robotics can activate it for the use of the IIoT platform horstCOSMOS.

16.6.   Upon first request, the sales intermediary/system partner shall indemnify fruitcore robotics against any claims made by third parties against fruitcore robotics due to an infringement of rights for which the sales intermediary/system partner or their customers are responsible, with particular regard to improper sublicensing.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

16.7.   The sales intermediary/system partner is obliged to provide all information required for their customers to operate a SAAS platform online. fruitcore robotics is prepared to provide support services for an extra fee. In addition, the sales intermediary/system partner shall provide first level support themselves.

16.8.   If the sales intermediary/system partner does not comply with their obligation to pay the remuneration due after two notices have been issued, in written form at the very least, fruitcore robotics shall be entitled to block their access until all outstanding amounts have been paid. If the sales intermediary/system partner does not settle the outstanding balances within a period of 4 weeks from their access being blocked, fruitcore robotics may also block all access to the accounts of the sales intermediary's/system partner's customers. Should the sales intermediary/system partner still not settle the amounts outstanding for another 3 months, fruitcore robotics may irrevocably delete all data relating to the sales intermediary's/system partner's account.

16.9.   In the event that the contract is terminated, the sales intermediary/system partner, regardless of the legal grounds, shall not be entitled to any recompense or compensation for having created a customer base, with particular regard to claims for compensation under Section 89 b of the HGB (*Handelsgesetzbuch* [German Commercial Code]) in direct or analogous application.

16.10.   If fruitcore robotics notices that the sales intermediary/system partner is not using the storage space made available to them in the database for contractual purposes, fruitcore robotics shall be entitled to terminate the contract without notice and block all access. In this case, the sales intermediary/system partner shall not be entitled to make any claims for compensation against fruitcore robotics.

16.11.   The conditions as per Section 11 shall apply for the end user with regard to contractual termination and term. Accordingly, the end user must terminate the contract with the sales intermediary/system partner no later than 2 months before the term of the contract ends. The sales intermediary/system partner must ensure this by implementing suitable contractual provisions for the end

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024

customer. The sales intermediary/system partner must immediately inform fruitcore robotics that the contract has been terminated. If the contract is not terminated in time, the term shall be automatically extended for a further 12 months and fruitcore robotics shall invoice the sales intermediary/Certified System Partner for this amount in accordance with individual offer.

16.12.   Upgrades to higher software packages in the "horstOS" product family are possible at the end of a calendar month, in accordance with the individual offer and the other conditions and for the time left on the software package originally booked. The end user will order the upgrade from the sales intermediary/system partner. After fruitcore robotics has received the order from the sales intermediary/system partner, fruitcore shall implement the upgrade; the end user must connect the robot to the Internet for this.

17. GENERAL PROVISIONS

17.1.   The contract is governed by the law of the Federal Republic of Germany without giving effect to the UN Convention on Contracts for the International Sale of Goods or the principles of conflict of laws.

17.2.   The exclusive place of jurisdiction for any disputes is Konstanz, Germany.

17.3.   Any changes and additions must be made in writing; this also applies to waiving the requirement for written form.

17.4.   fruitcore robotics and the customer shall comply with the export regulations of the European Union, the United States of America, the Federal Republic of Germany, and other applicable jurisdictions when providing and using IIoT products and software packages in the "horstOS product family". Each party hereby acknowledges that they are not listed in a U.S. individual or company directory that prohibits them from receiving exports and will not allow any designated users to access IIoT products where prohibitions under foreign trade law are violated.

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz, Germany
District Court of Freiburg, HRB (Companies Register, section B) 71640 4, Managing Director: J. Riegger, P. Heimburger
Version dated July 2024