

General Terms and Conditions of Roboyo Group

These General Terms and Conditions, along with any Addenda incorporated by the respective Order Form, constitute a contract between you as a current or potential customer, (hereinafter referred to as the “**Customer**”) on the one side and the relevant Roboyo entity as further specified by the respective Order Form (hereinafter referred to as “**Roboyo**”) on the other side.

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1. Definitions and Interpretation

1.1 Further Definitions

In addition to the other definitions set forth in these General Terms, the following terms shall have the following meanings:

“Addendum” within the meaning of these General Terms is an additional and prevailing legal document, specific to sales conducted or services provided by Roboyo to the Customer in accordance with the Order Form.

“Affiliated Company” within the meaning of these General Terms and the respective Addendum is any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person.

“Business Day” within the meaning of these General Terms and the respective Addendum is any day from Monday to Friday, with the exception of federal holidays at the registered seat of Roboyo or the Customer.

“Control” within the meaning of these General Terms and the respective Addendum is direct or indirect ownership of more than fifty percent (50%) of the voting securities of a person, and “controlled by” and “under common control with” have correlative meanings.

“Parties” refers to the Customer and Roboyo, and a **“Party”** refers to each of them individually.

“**Principal**“ refers to the Customer.

“**Roboyo**“ within the meaning of these General Terms and any Addenda thereto refers to the contracting entity of Roboyo as identified by the Order Form.

“**Roboyo Group**“ comprises Roboyo GmbH and Roboyo UK Ltd and any and all of their Affiliated Companies.

“**Third Party**“ within the meaning of these General Terms and the respective Addendum and Order Form is a person or legal entity that is neither a Party to these General Terms and/or an Addendum nor an Affiliated Company of a Party.

1.2 Interpretation

1.2.1 Unless a contrary indication appears, a reference in these General Terms or any Addendum to:

- (a) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership, or other entity (whether or not having separate legal personality);
- (b) a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (c) words such as "hereof", "herein" or "hereunder" refer (unless otherwise required by the context) to these General Terms and/or the respective Addendum as a whole and not to a specific provision of these General Terms and/or the respective Addendum;
- (d) the term "including" means "including without limitation"; and
- (e) unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.2.2 The headings of the sections and paragraphs in these General Terms and any Addendum are for convenience purposes only and shall not affect the interpretation thereof.

1.2.3 Unless a contrary indication appears, a term used in any notice given under or in connection with these General Terms and/or any Addendum has the same meaning as in these General Terms and/or any Addendum, as the case may be.

1.2.4 Terms defined in the singular shall have a comparable meaning when used in the plural, and *vice versa*.

2. General

2.1 These General Terms and Conditions (the “**General Terms**“) lay down the general rules for the provision of services by Roboyo, while regulations specific to services referenced by the Order Form (the “**Order Form**“) (as accepted by Roboyo under these General Terms) are set out in Addenda referenced in the specific Order form.

- 2.2 The contractual relationship is governed by the Order Form, these General Terms and any documents referenced by them (including, but not limited to, any and all the relevant Addenda). All relevant Addenda are hereby explicitly incorporated by reference.
- 2.3 The Customer has verified that the services to be provided meet its requirements and can be used by the Customer for the purposes set out in any relevant Addendum or Order Form.

3. Addenda

- 3.1 Unless the Parties expressly agree otherwise, any Addendum shall automatically fall within the scope of and shall be covered by these General Terms without the need for a further statement to this effect in the Addendum.
- 3.2 In determining the rights and obligations existing between the Parties, the following agreements shall be used in the following order of priority. (1.) Order Form, (2.) Annex(es) to the Addendum, (3.) Addendum, (4.) Annex(es) to the General Terms, (5.) General Terms. In the event of contradictions, the first-mentioned agreements always take precedence over the last-mentioned agreements. Gaps shall be filled by the respective lower-ranking agreements. In the case of several agreements in chronological order, the more recent agreement shall take precedence over the older one.

An exception applies to the Data Processing Agreement (if concluded), which takes precedence over all other regulations in its scope of application.

4. General Principles of providing services

- 4.1 Subject to any provision to the contrary in these General Terms and/or an Addendum, Roboyo shall be entitled to perform the services at its location or at another location of its choice.
- 4.2 Roboyo may invite the Customer to try services in a trial and testing stage, and generally all services labeled as beta, testing or trial ("**Beta Services**"). Principal may accept or decline any such trial at Principal's sole discretion. Beta Services will be clearly labeled as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of a similar import. Beta Services are for evaluation purposes and not for production use, are not considered services under these General Terms, are not supported, come without any warranty and do not lead to any liability of Roboyo whatsoever, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of six months from the trial start date or the date that a version of the Beta Services becomes generally available as a full release. Roboyo may discontinue Beta Services at any time at its sole discretion and may choose to never make them generally available. Roboyo will have no liability for any harm or damage arising out of or in connection with a Beta Service.

5. Third Party Providers

5.1 The services provided by Roboyo may contain features designed to interoperate with Third Party applications (“**Third Party Applications**”) such as, but not limited to CRM systems and HR systems. To use such features, the Customer may be required to obtain access to Third Party Applications from the respective Third Party and may be required to grant Roboyo access to Customer’s account(s) on the Third-Party Applications.

If the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding service features, Roboyo may cease providing those service features without entitling Customer to any refund, credit, or other compensation.

5.2 Roboyo reserves the right to limit or deny integration of Third-Party Applications with the service provided if that integration has, or is likely to have, a negative impact on performance for the service.

5.3 If the Customer integrates a Third-Party Application for use with a service, Customer hereby grants permission to Roboyo to allow the provider of that Third-Party Application to access Customer’s data as required.

6. Principles of Staff Deployment

6.1 Roboyo shall appoint a project manager. This person controls the entire activity on the part of Roboyo and is exclusively authorized to issue instructions to the personnel deployed by Roboyo. On the other side, the Customer shall appoint a project manager for the entire handling of the cooperation between the Parties. This project manager controls the entire activity on the part of the Customer. The Customer's project manager has neither technical nor disciplinary authority over Roboyo's personnel.

6.2 Roboyo's personnel shall not be incorporated into the Customer's business. Roboyo shall fully remain solely responsible for its personnel and shall retain the sole and exclusive right to issue instructions. Periods of deployment or service times shall be agreed upon with the project manager designated by Roboyo. Roboyo's personnel shall not participate in internal meetings and events of the Customer with company-specific content and events. Project and technical meetings in connection with the concretization of the contractual service, the performance of the service or the acceptance of the service are not considered internal meetings for the purposes of this Clause 6.2.

6.3 Project-related coordination, instructions or comparable communication shall take place between the project managers. Decisions and information from other individuals shall only be binding on Roboyo and its personnel if they have been made or confirmed in writing by the Customer's project manager.

6.4 Insofar as the Customer provides services under these General Terms at the location of an end customer of the Customer, Roboyo and the Customer shall each remain solely responsible for their own personnel.

6.5 Both Parties shall endeavor to have as few changes as possible in project members, project managers and consultants.

7. Obligations of the Customer

7.1 The Parties agree that for a successful cooperation under these General Terms and/or an Addendum, the timely and comprehensive fulfilment of cooperation services is required. With regard to such services to be provided by Roboyo individually for the Customer, Roboyo depends on the close cooperation with the Customer and on the availability of sufficient resources on the Customer's part.

7.2 The Customer shall therefore provide the following cooperation services in particular:

- a) Insofar as circumstances which negatively influence the successful implementation of these General Terms are foreseeable by the Customer, the Customer shall inform Roboyo of this immediately in writing. The written information shall be addressed to the responsible employee of Roboyo and Roboyo's project manager.
- b) The Customer shall provide Roboyo with the information required for the performance of the services and shall in particular grant Roboyo access to the data, files, documents and other materials relevant for this purpose in suitable formats. This also includes information on interfaces to systems operated by the Customer or Third Parties and information on planned measures that have or may have an impact on the quality of the services to be provided by Roboyo (e.g., measures that lead to increased system utilization).
- c) The Customer's duties to cooperate also extend to the areas of responsibility managed by other service providers for the Customer (e.g., hosting providers, etc.).
- d) Insofar as the execution of the General Terms require cooperation between Roboyo and another service provider of the Customer, the Customer shall also be responsible for the coordination between the Customer, Roboyo and the service provider.
- e) The Customer shall grant Roboyo access to IT systems required for the performance of the services. The Customer shall ensure that Roboyo may access the Customer's software - insofar as this is necessary for the provision of the services.
- f) Unless otherwise expressly agreed in writing, the Customer shall be solely responsible for its IT infrastructure, in particular for installation and operation of its IT infrastructure.
- g) The Customer shall make available to Roboyo sufficient, adequate and appropriately qualified personnel as prerequisite to the Roboyo's provision of services. The Customer is aware of the central importance of this provision for the success of the cooperation.

- h) The Customer shall make accessible to Roboyo - insofar as necessary for the performance of the services - the Customer's premises or other locations to which the Customer has access.
- i) The Customer shall obtain and maintain all licenses, consents and permits required for Roboyo's performance of the services.

7.3 If the Customer becomes aware that an act of cooperation due cannot be performed, cannot be performed on time or cannot be performed in full, the Customer shall inform Roboyo hereof immediately in writing. The written information shall be addressed to Roboyo's project manager.

7.4 If the Customer fails to perform the relevant acts of cooperation, Roboyo shall be released from its obligation to perform the related services until the Customer's cooperation obligation has been performed or (at Roboyo's discretion) the additional expenditure caused thereby shall be remunerated separately at the prices and rates as specified in the respective Order Form by the Customer.

8. Non-fulfilment; default

8.1 If Roboyo fails to perform the service due and does not rectify such failure within twenty (20) Business Days after Customer's written notice of such failure, the Customer shall be entitled to terminate the ordered services under the relevant Addendum in whole or in part. This shall not apply if Roboyo is not responsible for the circumstances leading to the non-performance. The right to rescind from the contract is hereby excluded.

8.2 Delays in deadlines shall only lead to default on the part of Roboyo if Roboyo is solely responsible for the delay. Otherwise the following shall apply: (i) dates and deadlines shall be extended by a reasonable period of time taking into account the resources available at Roboyo and other circumstances (e.g. holiday/vacation periods), but at least by the days of the delay plus a reasonable start-up time; (ii) Roboyo shall further be entitled to invoice the waiting/downtime incurred as well as other additional expenses according to expenditure, provided that it has given reasonable prior notice of their occurrence. The foregoing shall also apply if the performance is interrupted at the request of the Customer.

9. Proposal for Amendment

9.1 At any time during the term of their contractual relationship, both Parties may propose in writing changes to the agreed services in accordance with this Clause 9 and discuss them in the Project Steering Committee.

9.2 The contractual adjustments to the agreed conditions and services required by an amendment shall be implemented in a written amendment agreement.

9.3 During the review of the change request and in the event that no agreement is reached on the change request, the original order - as regulated in the Addendum - shall be

continued without considering the change request, unless the Parties agree otherwise in writing.

- 9.4 Notwithstanding Clauses 9.1 – 9.3, the Parties can agree on changes of a standard of work or of other service descriptions in writing (email shall suffice).

10. Rights of use to Work Results; Rights to use Feedback

- 10.1 Subject to Roboyo's receipt of payment for all amounts due under these General Terms and all Addenda, Roboyo assigns to Customer any and all rights pertaining to such work results produced by Roboyo exclusively for the Customer (the "**Work Results**") to the extent as permissible under mandatory law. Insofar as such assignment is not permissible under mandatory law, Roboyo grants to Customer – subject to Roboyo's receipt of payment for all amounts due under these General Terms and all Addenda - an exclusive, irrevocable, transferable, sublicensable right and license, unrestricted in terms of time, space and content, to use such Work Results.
- 10.2 Customer grants Roboyo a non-exclusive right and license to use the Work Results for the purpose of rendering services to Customer for the term of the cooperation between the Parties.
- 10.3 With regard to the use and licensing of so-called third-party software, only the license conditions of the respective manufacturer shall apply, whereby the Customer shall be solely responsible for ensuring its compliance with such license conditions. The Customer shall defend and indemnify Roboyo against any and all claims of the manufacturer or third parties asserted by them on the basis of or in connection with the Customer's non-compliance with the end user conditions of all such third-party software.
- 10.4 Customer grants Roboyo a non-exclusive, irrevocable, non-transferable, non-sublicensable right and license to use, unrestricted in terms of time, space and content, and incorporate into Roboyo's services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer (or authorized users) relating to the performance of Roboyo's services.

11. Acceptance

- 11.1 In case services are expressly identified by the Order Form or an Addendum as requiring Customer's acceptance, an acceptance test shall be carried out by the Customer. The Customer shall deploy qualified employees for acceptance tests and the release of the acceptance.
- 11.2 Roboyo shall notify the Customer of the completion of the respective work and thus of the readiness for acceptance. If Roboyo's work meets the contractually owed performance, it shall be accepted by written declaration of the Customer.
- 11.3 The acceptance of the work owed by Roboyo or, if applicable, of a self-contained part of the work shall be subject to a successful acceptance test. The acceptance test shall

be deemed to have been successfully carried out if the work fulfils the contractually agreed requirements. The type, scope and duration of the acceptance test shall be specified in the Addendum or the Order Form.

- 11.4 The acceptance by the Customer shall commence no later than five (5) Business Days after Roboyo's declaration of readiness for acceptance. Roboyo shall announce the expected date of readiness for acceptance within a commercially reasonable time, unless this date is clearly stated in an Addendum. Subject to a deviating provision in the Addendum, the acceptance may only exceed a period of ten (10) Business Days if the Customer has notified Roboyo of any Performance Defects Preventing Acceptance in the form agreed for this purpose by the end of these ten (10) Business Days at the latest.
- 11.5 Provided the Customer was able to verify the conformity of the services with the acceptance criteria agreed upon in the acceptance test by applying the agreed type of acceptance, e.g., the use of the agreed test data/test cases, and there are no Performance Defects Preventing Acceptance, Roboyo's services shall be deemed accepted at the latest at the time of the expiry of the period provided for the acceptance test.
- 11.6 For documentation purposes, a record – to be signed by both Parties - which confirms (i) compliance with the acceptance criteria, (ii) the test data used, the test scenarios, the test cases and the test results, and (iii) the list of any performance deficiencies identified during the acceptance, which are no Performance Defects Preventing Acceptance, shall be made and attached.
- 11.7 If different times for completion have been agreed for individual work performances or self-contained parts of the work, the acceptance test shall be limited in each case to the partial performance (the "**Partial Acceptance**"). If the success of the work performance owed depends on the interaction of individual partial performances, the contractual interaction of the partial performances shall be determined during the acceptance of the last partial performance by means of an acceptance test in which all partial performances are included (the "**Final Acceptance**").
- 11.8 Neither Partial Acceptance nor Final Acceptance may be refused due to insignificant deviations or due to defects in performance which only insignificantly affect the functionality and interaction of the services or partial services, nor due to deviations or defects for which the Customer is responsible.
- 11.9 Except as otherwise provided in this Clause 11, the Customer shall be entitled to refuse acceptance ("**Performance Defects Preventing Acceptance**"). In the event of a written refusal of acceptance, Roboyo shall begin to remedy the defect in performance within an agreed period of time or, in the absence of an agreed period of time, promptly, and complete the remedy of the defect in performance within a reasonable period of time and present the remedied performance to the Customer again for acceptance; in this case, the agreed acceptance period shall begin to run anew in its entirety.
- 11.10 As soon as services, components or partial results are used productively by the Customer, they are deemed to be accepted.

12. Governance

12.1 Project Manager

12.1.1 Unless the Parties agree otherwise in writing, the Customer and Roboyo shall each, at the time of the conclusion of these General Terms, appoint a project manager as well as a deputy of the project manager, who shall represent the respective project manager in times of absence (such as illness, holidays), and inform the other Party of the project manager/deputy project manager appointed in writing.

The tasks of the project managers include, in particular, (i) coordinating the work of the respective project team, (ii) providing the information and documents to be obtained by a Party, (iii) bringing about necessary decisions in a timely manner and (iv) appointing contact persons to clarify specific questions.

12.1.2 Changes in the identity of the project managers and/or the deputies shall be promptly notified to the other Party in writing. The provisions pursuant to Clause 6 shall remain unaffected.

12.2 Project Steering Committee and Escalation Panel

12.2.1 Unless the Parties agree otherwise in writing, the Parties shall establish a Project Steering Committee (the “**Project Steering Committee**”). The Project Steering Committee shall consist of the project managers and such members as the Parties may mutually appoint. Each Party may appoint additional members in consultation with the other Party. The Project Steering Committee shall meet at the request of a Party within one (1) week. The tasks of the Project Steering Committee shall include, in particular, decisions on central issues of the project, especially also in case of disagreements between the project managers (e.g., with regard to dealing with ambiguities about the application or interpretation of provisions of these General Terms or an Addendum). Decisions of the Project Steering Committee can only be taken by consensus.

12.2.2 Unless the Parties agree otherwise in writing, the Parties shall also establish an Escalation Panel (the “**Escalation Panel**”). The Escalation Panel shall consist of representatives of both Parties and shall meet at the request of either Party within one (1) week in the event of escalations that have not been resolved by the Project Steering Committee. The members of the Escalation Panel shall be (i) at least one member of the management of Roboyo and the Customer, (ii) the respective project managers and (iii) any other persons nominated by either Party with the written consent of the other Party. The task of the Escalation Panel is to bring about a clarification of existing differences in order to secure the collaboration in partnership. Decisions of the escalation committee can only be taken by consensus.

12.2.3 The meetings of the Project Steering Committee and the Escalation Panel shall be documented in writing by a Party mutually determined at the beginning of each such meeting. The minutes shall contain, in particular, information on the topics discussed, the results established in this respect and, if applicable, decisions taken, and measures agreed upon. The minutes shall be made available in writing to the Party not taking the

minutes in a timely manner, i.e., within one (1) week after the respective meeting at the latest.

13. Remuneration and Invoicing

- 13.1 The services to be rendered by Roboyo shall generally be remunerated at the prices and rates as specified in the Order Form plus all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder:
- 13.2 Unless the Parties agree otherwise in an Order Form, the Customer shall be solely responsible for any travel and accommodation costs incurred by Roboyo in accordance with the following provisions:
- If travelling by car: EUR 0.50 (or the respective equivalent to EUR 0.50 in the relevant local currency) per kilometer travelled
 - For flights up to 8 hours: Economy Class
 - For flights over 8 hours: Business Class
 - Taxi costs: according to documentation
 - Hotel costs: 4 stars or comparable
- 13.3 Unless the Parties agree otherwise, Roboyo shall be solely responsible for all other costs incurred directly or indirectly and expenses incurred in connection with the provision of the services (e.g., costs for own technical equipment, telephone/communication costs, office rent, costs for research, etc.).
- 13.4 Unless the Parties agree otherwise, remuneration determined based on time and effort, in particular remuneration based on hourly/daily rates, shall generally be invoiced by Roboyo on a calendar month basis after the end of the respective calendar month, or on the completion of the project when ends earlier.
- 13.5 Objections to an invoice for the services rendered by Roboyo shall be raised by the Customer in writing with the office indicated on the invoice within a period of two (2) weeks after receipt of the invoice. After expiry of the aforementioned period, the invoice shall be deemed to have been approved by the Customer.
- 13.6 Unless the Parties agree otherwise in an Addendum, duly invoiced amounts shall be due for payment without deduction within thirty (30) days after receipt of the corresponding invoice from Roboyo. All late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Roboyo for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these General Terms or at law (which Roboyo does not waive by the exercise of any rights hereunder), Roboyo shall be entitled to suspend the provision of any services if the Customer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.

- 13.7 Roboyo may adjust its hourly and/or daily rates or other fees agreed in these General Terms or in an Addendum, provided that any price increase will not exceed the prior hourly and/or daily rates or other fees by more than 10% (ten percent), unless the prior rates/fees were designated as promotional or one-time in the respective Order Form. The adjustment shall be made by written notice of Roboyo to the Customer at least 90 (ninety) days before the end of the current term, in which case the price adjustment will be effective upon renewal of the term.
- 13.8 If Roboyo provides the Customer with third-party licenses for the use of software on a permanent or temporary basis and the third-party manufacturer increases license and/or maintenance fees, Roboyo may adjust the remuneration owed to Roboyo upon demonstrating that the relevant pricing has changed. Roboyo shall notify the Customer of the adjustment, insofar as this is reasonably possible, six (6) weeks before the price adjustment takes effect.
- 13.9 All services within the scope of a contract termination (e.g., code, configurations, etc.) shall be invoiced by proof (e.g., timesheet) at Roboyo's rates according to the rate card in the Order Form.
- 13.10 Unless the Parties agree otherwise in an Addendum, Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

14. Compliance

- 14.1 The Parties shall comply with all applicable laws, regulations, directives, guidelines and industry codes, and shall obtain and maintain all authorizations, permissions and powers necessary to perform their respective obligations under or in connection with these General Terms and/or the Addenda.
- 14.2 The Customer undertakes not to offer or grant benefits or to demand or accept benefits in business interactions or interactions with government officials that violate applicable anti-corruption regulations in connection with the contractual relationship with Roboyo.
- 14.3 The Customer warrants that neither the Customer nor its employees, nor Affiliated Companies with the Customer or their employees, nor subcontractors of the Customer or its employees will cause Roboyo to violate applicable anti-corruption provisions by any act or omission. In the event of a breach of the foregoing assurance, the Customer shall defend and indemnify Roboyo against any and all claims by Third Parties and shall be obliged to reimburse any and all fines imposed on Roboyo in this connection. Furthermore, the Customer undertakes to use its best efforts to support Roboyo in the defense against alleged claims against Roboyo in this regard and, in particular, to provide Roboyo with the information required for this purpose.
- 14.4 The Parties shall implement and maintain adequate procedures to ensure that the obligations under Clause 14.2 and Clause 14.3 are complied with.

- 14.5 In the event of a breach or the suspicion of a breach of the obligations under Clause 14, the breaching Party shall immediately after its knowledge/suspicion inform the non-breaching Party thereof and immediately clarify the breach respectively the suspicion and inform the non-breaching Party about the clarification measures taken. If the suspicion proves to be justified, the breaching Party shall inform the non-breaching Party within a reasonable period of time about which internal measures it has taken to prevent future violations.
- 14.6 If one Party breaches the obligations set out in this Clause 14, the other Party shall be entitled to immediately terminate any Addenda.

15. Confidentiality; Return of Documents

- 15.1 The Parties shall not disclose any information which one Party makes available to the other Party within the scope of the contractual relationship or of which the receiving Party becomes aware on the occasion of the performance of the contractual services (i.e. including data not related to the contractual project), in particular offered and agreed prices and contractual provisions, business and market strategies, documentation, specifications or other descriptions of software or processes, information on pricing, margins and sales, customer data, marketing plans, cooperation partners, procurement and purchasing conditions, other financial and business data as well as the terms and conditions of these General Terms and the NDA Addendum ("**Confidential Information**").
- 15.2 Subject to Clauses 15.3 to 15.4, each Party specifically undertakes (i) not to disclose Confidential Information to any Third Party without the prior written consent of the other Party, (ii) not to use Confidential Information for any purpose other than in connection with these General Terms or an Addendum and (iii) to protect and safeguard the confidentiality of the other Party's Confidential Information with at least the same degree of care as the Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- 15.3 A Party shall not be obliged to treat Confidential Information of the other Party as such if it can prove that the Confidential Information (i) is or becomes publicly available, unless such access resulted from a breach of provisions of these General Terms or an Addendum, (ii) originated from a source other than the other Party, which was not subject to any obligation of confidentiality or secrecy with respect to the Confidential Information at the time of disclosure, (iii) was already known to the other Party prior to entering into their contractual relationship and the Party was not subject to any obligation of confidentiality or secrecy with respect to such Confidential Information at that time, or (iv) was independently developed by the Party without reference to the Confidential Information.
- 15.4 A Party may disclose Confidential Information (i) as expressly permitted elsewhere in these General Terms or the relevant Addendum, (ii) to the extent necessary for the performance of its obligations under these General Terms or the relevant Addendum, to its employees and subcontractors and to any Affiliated Companies, (iii) to its professional advisors to the extent such advisors are required by applicable law to

maintain confidentiality, and (iv) if and to the extent the respective Party is required to do so by law, court, regulatory or supervisory authority, provided that, to the extent permitted, the disclosing Party shall promptly notify the other Party upon becoming aware of such obligation or requirement and shall cooperate with the other Party, at reasonable cost to the other Party, to limit or prevent the disclosure and to verify the trustworthiness of the entity to which the disclosure is to be made.

- 15.5 The Parties shall ensure that their respective employees and their respective Affiliated Companies as well as the Third Parties involved by them and their employees maintain the confidentiality of the Confidential Information in accordance with the requirements of this Clause 15 (in particular also in the event of any termination of the employment relationship with the respective employee).
- 15.6 A Party shall immediately report to the other Party any breach of the provisions of this Clause 15 by themselves, any of their employees or any of their subcontractors, if any.
- 15.7 Each Party's obligations under this Clause 15 will survive for a period of three (3) years after the last Addendum to terminate or expire.
- 15.8 The documents and data carriers provided to a Party and still in its possession in connection with these General Terms or an Addendum shall be returned to the respective other Party within five (5) Business Days after the last Addendum to terminate or expire. Any copies and other reproductions in any form shall be destroyed, whereby proof of this shall be provided to the respective other Party upon request. Any existing storage obligations or rights shall remain unaffected.

16. Data Protection

- 16.1 The Parties shall process personal data related to these General Terms and/or an Addendum only in accordance with the applicable provisions of data protection law and – if applicable – in accordance with the data processing agreement concluded between the Parties pursuant to Clause 16.2.
- 16.2 Insofar as the rendering of the contractual services includes the processing of personal data by Roboyo on behalf of the Customer within the meaning of the General Data Protection Regulation of each specific country, the Parties shall conclude the data processing agreement referenced on the Order form.

17. Subcontractor

- 17.1 Roboyo shall only be permitted to perform the obligations under these General Terms or an Addendum in whole or in part through a subcontractor with the prior written consent of the Customer, which shall not be unreasonably withheld.
- 17.2 The Customer hereby already permits the partial or complete performance of the contractual services by all entities of the Roboyo Group and any Affiliated Companies (and their employees) of Roboyo at present or in the future.

18. Term; Termination

18.1 Individual orders shall be deemed issued and accepted only upon signature of the respective Order Form by both Parties. The term shall be governed by the provisions set forth in the respective Addendum or the Order Form.

Unless the Parties agree otherwise in writing, each term will automatically recommence for a renewal term with the same duration as the initial term if not neither Party terminates the Addendum with at least gives 60 (sixty) days' notice before the end of the relevant term.

18.2 Without prejudice to any other rights or claims, a Party may terminate any Addendum at any time for good cause by written notice to the other Party.

18.3 Good cause exists for a Party if:

- a) the other Party breaches a material obligation under these General Terms (e.g. Clause 21) or the corresponding Addendum and this breach cannot be remedied or the breaching Party has not remedied this breach within thirty (30) calendar days after receipt of a written (text form, in particular e-mail is not sufficient) notification from the other Party in which the breach of obligation is described in detail and in which, in addition, the possible legal consequence of the termination of the contract is pointed out;
- b) the other Party substantially breaches a material obligation under these General Terms or the corresponding Addendum;
- c) the other Party ceases or announces its intention to cease all or a substantial part of its business, unless the foregoing occurs in the context of a restructuring (e.g., a merger) and the Party undergoing the restructuring assures that it will continue to comply with these General Terms and the Addenda;
- d) the other Party becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing;
- e) the other Party makes a general assignment for the benefit of creditors; or
- f) the other Party has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

18.4 Good cause, in particular, also exists for Roboyo if:

- a) the Customer does not fulfil its payment or cooperation obligations even after receipt of a first written reminder (text form) from Roboyo setting a grace period of at least thirty (30) calendar days and expressly threatening to terminate the contract in the event that payment is not made in full even within this grace period;

- b) the Customer uses the contractual services contrary to the right of use granted or uses or passes on information or materials contrary to the agreement; or
- c) a third-party provider/manufacture from whom Roboyo procures contractual services under an Addendum terminates the contractual relationship concerning this contractual service with the Customer.

The termination right pursuant to Clause 14.6 remains unaffected by this Clause 18.4.

- 18.5 If the Customer undergoes a change of control or if Roboyo can prove that the Customer will undergo a change of control within the next two (2) months, Roboyo is entitled to terminate any Addendum with a notice period of four (4) weeks.
- 18.6 The provisions of these General Terms and the Addenda which are intended to survive termination or expiry, in particular the provisions under Clauses 15, 16, 21 and 25 of these General Terms, shall remain effective after termination or expiry.

19. Representation; Warranties

- 19.1 By signing the respective Order Form, Roboyo and the Customer both represent that
- a) it is a company duly incorporated and organized and validly existing under the laws of the jurisdiction in which it is incorporated;
 - b) it has the full power and authority to enter into respectively perform its obligations under these General Terms and the respective Addendum which when executed constitute valid and binding obligations on it in accordance with its terms; and
 - c) the execution, delivery and performance of the respective Addendum will not:
 - (i) if applicable, violate any provision of the constitute documents of that Party;
 - (ii) violate, conflict with or result in the breach of any material term of, otherwise give any other contracting party the right to terminate, or constitute a default (by way of substitution, novation or otherwise) under any contract or other agreement to which the Party is a party;
 - (iii) violate any material order, judgment, injunction, award, or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, the Party; or
 - (iv) violate any statute, law or regulation applicable to the Party
- 19.2 Roboyo will have no liability for any warranty claim, or any obligation to correct any defect or problem with Roboyo's software, to the extent that it arises out of:
- a) any use of the software not in accordance with the associated documentation;
 - b) any modification or alteration of the software (including any unauthorized modification or alteration of the associated documentation) not authorized in writing by Roboyo;

- c) any use of the software in combination with any software or hardware not specified in the associated documentation, provided that the claim would not have occurred without such combination.

Further, Roboyo does not make any commitment that it will review the possibility of infringement resulting from any combination of a Customer's solution with Roboyo's software.

19.3 Except as explicitly set forth in these General Terms and/or the respective Addenda, Roboyo does not represent, warrant or make any commitment that:

- a) Roboyo's software will meet the Customer's or any's requirements;
- b) Roboyo's software will operate in combination with other hardware or software, except as expressly specified in the associated documentation; or
- c) operation of Roboyo's software will be uninterrupted or error free, and

ROBOYO MAKES NO WARRANTIES EXCEPT FOR THAT EXPLICITLY PROVIDED IN THESE GENERAL TERMS AND/OR THE RESPECTIVE ADDENDUM, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ROBOYO HAS BEEN INFORMED OF SUCH PURPOSE). ROBOYO DOES NOT WARRANT THAT ROBOYO'S SOFTWARE WILL BE ENTIRELY FREE FROM DEFECTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

19.4 Any warranty shall not apply to any software or code that has been changed or altered by the Customer or a Third Party. In this respect, any warranty is excluded.

19.5 The warranty provided herein and/or any Addendum is solely for the benefit of the Customer, and Customer shall not extend the warranty to any Third Party.

20. Mutual Indemnification

20.1 Indemnification by Roboyo

Roboyo shall defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a Third Party alleging that the use of a service in accordance with these General Terms and Addenda infringes or misappropriates such Third Party's intellectual property rights ("**Claim Against Customer**"), will indemnify Customer from any damages, reasonable attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer in settlement of, a Claim Against Customer, provided Customer (a) promptly gives Roboyo written notice of the Claim Against Customer, (b) gives Roboyo sole control of the defense and settlement of the Claim Against Customer (except that Roboyo may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Roboyo all reasonable assistance, at Roboyo's expense. If Roboyo receives information about an infringement or misappropriation claim related to a service,

Roboyo may in Roboyo's discretion and at no cost to Customer (i) modify the services so that they no longer infringe or misappropriate, without breaching Roboyo's warranties under these General Terms and the respective Addendum, (ii) obtain a license for Customer's continued use of that service in accordance with these General Terms and the respective Addendum, or (iii) terminate Customer's Addendum for that service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Addendum.

20.2 Indemnification by Customer

Customer will defend Roboyo against any claim, demand, suit or proceeding made or brought against Roboyo by a Third Party alleging that Customer's data, or Customer's use of any service in breach of these General Terms and/or the respective Addendum, infringes or misappropriates such Third Party's intellectual property rights or violates applicable law ("**Claim Against Roboyo**"), and will indemnify Roboyo from any damages, reasonable attorney fees and costs finally awarded against Roboyo as a result of, or for any amounts paid by Roboyo in settlement of, a Claim Against Roboyo; provided Roboyo (a) promptly gives Customer written notice of the Claim Against Roboyo, (b) gives Customer sole control of the defense and settlement of the Claim Against Roboyo (except that Customer may not settle any Claim Against Roboyo unless it unconditionally releases Roboyo of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

20.3 Exclusive Remedy

This Clause 20 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Clause.

21. Liability

21.1 Limitation of Liability

EACH PARTY'S AND AFFILIATED COMPANIES' MAXIMUM, CUMULATIVE LIABILITY FOR ANY CLAIMS, LOSSES, COSTS (INCLUDING ATTORNEY'S FEES) AND OTHER DAMAGES ARISING UNDER OR RELATED TO THESE GENERAL TERMS AND/OR AN ADDENDUM REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, WILL BE LIMITED TO ACTUAL DAMAGES INCURRED, WHICH WILL IN NO EVENT EXCEED THE AMOUNTS PAID OR PAYABLE TO ROBOYO PURSUANT TO THE APPLICABLE ADDENDUM IN THE 12 (TWELVE) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

21.2 Exclusion of Damages

IN NO EVENT WILL EITHER PARTY OR THEIR AFFILIATED COMPANIES BE LIABLE FOR ANY LOSS OF USE, PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA, GOODWILL, OR REPUTATION, INACCURACY OF ANY

DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE), REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

21.3 NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS; EXCLUSIONS AND DISCLAIMERS SET FORTH ABOVE IN CLAUSES 21.1 AND 21.2 DO NOT APPLY TO

- a) EITHER PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS;
- b) BREACHES OF CLAUSE 10.1, LAST SENTENCE (NO RIGHT TO EXPLOIT THE WORK RESULTS OR PRE-EXISTING DOCUMENTS OUTSIDE THE PRINCIPAL'S OWN COMPANY OR FOR ANY REASON OTHER THAN THE PRINCIPAL'S INTERNAL BUSINESS PURPOSES); OR
- c) BREACHES OF CLAUSE 14 (COMPLIANCE)
- d) BREACHES OF CLAUSE 23 (NON-SOLICITATION).

21.4 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THESE GENERAL TERMS ARE INDEPENDENT OF ANY AGREED REMEDY SET FORTH IN THESE GENERAL TERMS AND/OR AN ADDENDUM AND WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY AGREED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT ROBOYO MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF ROBOYO'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW. IF A WAIVER, RIGHT OR REMEDY IS EXERCISED PURSUANT TO MANDATORY LAW, IT SHALL BE EXERCISED SOLELY FOR THE PURPOSE PROVIDED AND IN CONFORMANCE WITH THE PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED FOR BY SUCH LAW.

21.5 No Third-Party Beneficiaries

The warranties and other obligations of Roboyo under these General Terms and any Addendum are only for the sole benefit of the Customer, notwithstanding any right the Customer may grant its Affiliated Companies or third-party external users to access or use Roboyo's software or Work Results. Except as otherwise provided for by mandatory law, no other person or entity will be considered a third-party beneficiary of these General Terms or any Addendum or otherwise be entitled to receive or enforce any rights or remedies in relation to these General Terms or any Addendum.

- 21.6 The Customer is obliged to notify Roboyo immediately in writing of any damage within the meaning of the above liability provisions.

22. Insurance

During the term of the contractual relationship, Roboyo shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, professional indemnity liability coverage no less than 2 million EUR. Upon Customer's request, Roboyo shall provide Customer with documentation evidencing insurance coverage as specified in these General Terms. Roboyo will inform Customer in due course about any relevant changes in Roboyo's insurance policy.

23 Non-Solicitation Clause

During the term of their contractual relationship, and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Addenda. If either Customer or Roboyo breaches this Clause 22, the breaching Party shall, on demand, pay to the non-breaching Party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor or 70.000 EUR, whichever is higher, plus the recruitment costs incurred by the non-breaching party in replacing such person.

24. Notices; Addresses

- 24.1 All legal declarations, notices, and other communications (together the "**Notices**") in connection with these General Terms and/or the Addenda shall be made in English and shall be in writing, unless these General Terms, Addenda provisions or mandatory law require a stricter form. The written form shall be satisfied by transmission by e-mail, fax or an exchange of letters, but not by any other telecommunication transmission (e.g., by messenger). Except as otherwise provided in these General Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Clause 24.
- 24.2 All Notices to the Customer in connection with the General Terms and/or the Addenda shall be addressed to the contact details of the Customer specified in the Order Form.
- All Notices to Roboyo in connection with these General Terms and/or the Addenda shall be addressed to the contact details of the relevant Roboyo entity as specified in the Order Form.
- 24.3 The Parties shall immediately notify the other Party in writing of any changes in their addresses referred to in Clause 24.2. Until receipt of this notification, the previous address shall be deemed effective.

25. Force Majeure

- 25.1 In the event that due to force majeure, e.g. war or civil unrest, strike or lockout, natural disasters or fire, epidemics, pandemics or quarantine, government measures, hardware damage/availability not attributable to the respective Party or similar circumstances that cannot be avoided with reasonable care, contractual obligations cannot be fulfilled, cannot be fulfilled on time or otherwise cannot be fulfilled in accordance with the contract, the respective Party shall be released from complying with these obligations to the extent of the impact or shall be entitled to postpone the performance for the duration of the impediment and a reasonable start-up period. The Parties shall inform each other immediately of any cases of force majeure.
- 25.2 If force majeure results in the performance of services by a Party being delayed pursuant to Clause 25.1 for more than four (4) months, the other Party shall have a special right to terminate any Addendum pursuant to clause 18.2.

26. Miscellaneous

26.1 Press Releases / Press Statements

- 26.1.1 Roboyo shall be entitled to publicly communicate the existence of the Addenda and the Parties' cooperation, and to name the Customer's name in internal and external publications in all media as a reference customer, using the Customer's company logo.
- 26.1.2 If the Customer is required by law, court decision, order of a governmental, regulatory or supervisory authority or any other authority to make a public announcement concerning the existence of the Addenda or the cooperation with Roboyo, the Customer shall be entitled to do so even without Roboyo's consent. In such case, the Customer shall (i) inform Roboyo promptly upon becoming aware thereof (if permitted to do so) and (ii) make the public disclosure after consultation with Roboyo and considering all Roboyo's requests for the form and content of the public disclosure, to the extent appropriate and reasonable.

26.2 Transfer to Third Parties

The Customer may not assign, transfer, delegate or subcontract any its rights or delegate any of its obligations under the Addenda or transfer them to a Third Party without Roboyo's prior written consent (text form, in particular e-mail is not sufficient). Roboyo shall not unreasonably withhold its consent. Any purported assignment or delegation in violation of this Clause 26.2 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under these General Terms and/or Addenda.

26.3 No Set-Off / No Right of Retention

The Customer may only set off against Roboyo's claims for remuneration under these General Terms or an Addendum with claims that have been (i) established in a legally binding manner in accordance with Clauses 26.6 or (ii) accepted in writing by Roboyo. The assertion of rights of retention by the Customer is only possible with claims that

have been (i) established in a legally binding manner in accordance with Clause 26.6 or (ii) accepted in writing by Roboyo.

26.4 No Partnership

The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the services under these General Terms and any Addendum by Roboyo shall be under its own control, Customer being interested only in the results thereof. Roboyo shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the services performed under these General Terms and any Addendum. Nothing in these General Terms or any Addendum shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the services performed under these General Terms or any such Addendum. The services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the services and to secure satisfactory final completion. Nothing contained in these General Terms, or any Addendum shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

26.5 No Waiver

No waiver by any Party of any of the provisions of these General Terms and/or an Addendum and/or an Order Form shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these General Terms and/or an Addendum and/or and Order Form, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these General Terms and/or an Addendum and or an Order Form shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

26.6 Governing Law; Legal Venue

The law applicable at the registered office of the Roboyo entity specified in the Order Form (to the exclusion of the UN Convention on Contracts for the International Sale of Goods, if applicable) shall apply in any matters arising out of or relating to these General Terms, the respective Addenda and all related documents.

26.7 Successors and Assigns

These General Terms and the Addenda are binding on and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.