General Terms of Use plural.io, HT Services & HT Additional Services

of Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe, Germany

(Status 15. August 2023)

1. Scope/Contractor

1.1. These Terms of Use apply to the use of the services, apps and online platform offered by Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe, Germany (hereinafter referred to as "HT") under plural.io, as well as additional services related to plural.io and other HT services (especially on-boarding, use case design, webinars, customizing and support).

1.2. They apply to a natural or legal person or a partnership with legal capacity who, when concluding a contract with HT, acts in the exercise of his commercial or independent professional activity (hereinafter referred to as "CUSTOMER").

1.3. HT and CUSTOMERS are also referred to collectively as PARTIES and individually each as a PARTY.

1.4. In the event of contradictions between provisions of these GTC and a product description, the product description shall take precedence.

1.5. Deviating terms and conditions of the CUSTOMER shall not become part of the usage relationship, even if they are not expressly contradicted.

2. Subject of the contract

2.1. HT offers CUSTOMERS various system solutions as "Software as a Service", in particular for controlling robots and virtual avatars (hereinafter referred to as "HT SERVICES"). Other services, such as on-boarding, avatar and use case design, webinars, customizing and support (hereinafter referred to as "HT ADDITIONAL SERVICES") shall only be owed if separately agreed between the PARTIES.

2.2. HT SERVICES are generally used via the online platform plural.io operated by HT (hereinafter "HT platform") via a browser, if applicable in connection with various apps for mobile devices and robots, which CUSTOMERS can download from selected app stores and install on their mobile device or robot (hereinafter "HT APPS").

3. Registration/Conclusion of contracts/Individual contracts

3.1. The presentation of HT SERVICES and HT ADDITIONAL SERVICES, e.g. on HT's Internet pages, in brochures, advertisements, etc., or in the context of the trial provision of individual software components, is made without obligation for advertising purposes and constitutes merely an invitation to the CUSTOMER TO submit an offer.

3.2. To use an HT SERVICE, a user usually sets up an account (hereinafter referred to as "HT account"). By setting up an account, a contract is concluded. The creation of the HT Account is free of charge; essential functions are subject to a fee. HT may provide for a test period during which the scope of functions is extended, e.g. by allowing CUSTOMER to test chargeable functions free of charge. HT may limit these services or terminate the test period at any time without giving reasons. The customer has no right to conclude further contracts for HT services.

3.3. Insofar as HT offers the customer the opportunity to place an order via an online store or in an HT service, the customer makes a binding offer to enter into a contract for the products

(if any) placed by the customer in the "shopping cart" when the customer clicks on the button "Order with costs". The customer will then initially receive a non-binding confirmation of receipt of his order ("confirmation of receipt").

3.4. HT may prepare an individual offer proposal for CUSTOMERS if required. Such proposals are not legally binding and constitute an invitation addressed to the CUSTOMER to submit a binding offer. The contract is concluded when HT accepts the offer sent by the CUSTOMER in text form or when HT starts the execution of the contract by activating the ordered FUNCTIONS IN response to an offer.

4. Interactions/Go's

4.1. Some functions that are subject to a charge are billed in GO'S. This is especially true for INTERACTIONS - communicative acts between robot/avatar and a human. If all GO'S are used up or expire, the functions charged in GO'S are not executed. Details on the consumption of GO'S are specified in the product description.

4.2. GO'S can be purchased through the HT PLATFORM, but also through authorized partners of HT. A one-time or recurring purchase of GO'S in form of a subscription model is possible. The subscription period is regulated in the product description.

4.3. GO'S have a limited period of validity. Unless otherwise stipulated in the product description, the period of validity shall be one month. Unused GO'S shall expire at the end of the validity period.

5. User Generated Content

5.1. HT Platform users can create their own movement and behavior patterns for the robots and avatars on the platform with the help of templates and building blocks and individualize them by uploading text, images and videos (hereinafter "User Generated Content").

5.2. Customer warrants the legality of the User Generated Content created by him. He will not create any illegal content, in particular any content that violates provisions of the German Criminal Code (Strafgesetzbuch, StGB), the Protection of Minors Act (Jugendschutzgesetz), the Interstate Treaty on the Protection of Minors in the Media (Jugendmedienschutz-Staatsvertrag, JMStV), the Interstate Treaty on Gambling (Glücksspielstaatsvertrag) or the Medicinal Products Act (Arzneimittelgesetz). In particular, the customer will not create any movement and behavior patterns that let robots or avatars show behavior that would be illegal if shown by a human being.

5.3. Customer declares that he has all rights to the User Generated Content that are necessary for its use on the robot or avatar. This applies in particular to copyrights of use and ancillary copyrights, rights to names, trademarks, titles and distinguishing marks, as well as personal rights.

5.4. Customer grants HT the non-exclusive, transferable and sublicensable, locally unrestricted right to use User Generated Content, to the extent necessary for the provision of HT Services and HT ADDITIONAL SERVICES.

5.5. HT reserves the right to conduct random checks of the User Generated Content posted on the HT Platform with regard to the obligations in sections 5.2 and 5.3 and, in the event of a suspected violation, to block the playout of the User Generated Content on the Robot/Avatar. If the violation is confirmed, this shall constitute grounds for termination in

accordance with section 14.3 constitutes a reason for termination.

5.6. Sections 5.2 to 5.4 shall apply accordingly if CUSTOMER makes use of HT ADDITIONAL SERVICES, in particular the Additional Service Use Case Designing, and for content provided by CUSTOMER for this purpose. HT has the right, but not the obligation, to review content submitted by CUSTOMER, such as texts, images and videos, for compliance with the obligations.

5.7. Customer shall not make the User Generated Content created on the HT Platform available to third parties against payment unless this is done via a platform provided by HT for this purpose.

6. Rights of use

6.1. Upon payment of the remuneration owed, HT grants the CUSTOMER the non-exclusive, non-transferable and non-sublicensable, locally unrestricted right to use the HT Services during the term of the contract to the extent specified in this contract. In addition to the installation as well as the loading, displaying and running of the HT Services, the contractual use includes the scope of use as specified in the respective product descriptions.

6.2. CUSTOMER is not entitled to transfer, sell, lend, rent or otherwise sublicense a HT SERVICE to third parties or to publicly reproduce, make available, modify or edit the HT SERVICE. Decompilation is prohibited unless the law expressly permits it. Functions of the HT SERVICE that enable the sharing of content remain unaffected.

6.3. Upon payment of the remuneration owed, HT grants CUSTOMER the non-exclusive, non-transferable and non-sublicensable, locally unrestricted right to use the results from the use of HT ADDITIONAL SERVICES (e.g. avatars, use cases, programming work) during the term of the contract to the extent specified in this contract. Section 6.2 shall apply accordingly.

6.4. If the CUSTOMER culpably violates any of the above provisions, the rights of use granted to the CUSTOMER SHALL automatically revert to HT. In this case, the CUSTOMER is no longer entitled to use the HT SERVICE or HT ADDITIONAL SERVICE. Any claims of the CUSTOMER, such as for reimbursement of remuneration, are excluded.

6.5. CUSTOMER grants HT all rights to data entered by Customer with the HT SERVICE that are necessary for HT to provide the HT SERVICE, in particular to reproduce the entered data. The same applies to HT ADDITIONAL SERVICES. HT is also entitled to keep the data in a failover system or separate failover data center and to make changes to the structure of the data or the data format in order to eliminate any disruptions. Furthermore, HT is entitled to use the data entered by the CUSTOMER with the HT SERVICE or a HT ADDITIONAL SERVICE the further development of the HT SERVICE AND ADDITIONAL SERVICES and for its own purposes.

7. Individual licenses, accounts and access data

7.1. Simultaneous use of an HT SERVICE is limited to one HT account, and multiple HT services can be managed under one HT ACCOUNT.

7.2. HT activates the HT services ordered by the CUSTOMER for the HT accounts named by the CUSTOMER. Access restrictions are provided for the HT accounts.

7.3. HT accounts are not tied to a specific person. They may be used by different employees of the CUSTOMER. Access data (such as password) may not be passed on to third parties who are not employees of the CUSTOMER. They must be kept protected from access by third parties. Access data should

also be changed for security purposes during initial startup and at regular intervals thereafter. If there is reason to suspect that unauthorized persons have gained knowledge of the access data, the CUSTOMER must change it immediately. The CUSTOMER SHALL BE liable for all consequences of third-party use, insofar as the CUSTOMER IS responsible for any misuse of access data.

7.4. In the event of violations of this Agreement, HT shall be entitled to revoke the CUSTOMER'S access to the HT SERVICE WITH immediate effect. This applies in particular due to unauthorized disclosure of access data. Any claims of the CUSTOMER, such as for reimbursement of remuneration, are excluded.

8. Remuneration

8.1. The remuneration to be paid by the CUSTOMER to HT as well as its due date are regulated in HT's offer.

8.2. The remuneration is exclusive of the applicable statutory value added tax. Unless otherwise stated in the offer, fees shall be paid in advance.

8.3. The CUSTOMER is not entitled to offset HT's claims or to assert a right of retention. This shall not apply if the customer's counterclaims have been legally established or are undisputed, or if they are in a mutual relationship with HT's offset claim (namely, if the counterclaim arises from the same contractual relationship, including such claims to which the CUSTOMER IS entitled on the basis of notices of defects).

9. Further development, defect removal, updates and upgrades of HT SERVICES

9.1. HT shall be entitled and shall use its best efforts to adapt the HT SERVICES TO the respective state of the art.

9.2. Error corrections and/or updates by way of updates, upgrades and/or new versions, which are announced to the CUSTOMER, SHALL BE downloaded by the CUSTOMER or activated via the HT Platform in order to be able to use the HT SERVICES TO the contractually agreed extent.

9.3. The obligation to remedy defects and maintain does not include the adaptation of the HT App or the HT Platform to changed conditions of use or technical and functional developments, such as changes in the CUSTOMER's IT environment (in particular, changes in the hardware or software environment, including the operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats). The CUSTOMER SHALL not have a claim to the provision of updates that serve to extend functionality ("Upgrades") unless this is specified in the product description.

9.4. HT shall be entitled, even in the absence of a defect, to adapt HT Services to the respective state of the art and to technical developments or to modify them for this purpose in order to be able to maintain the security and functionality of HT Services, also with regard to changing operating systems, vis-à-vis the CUSTOMER and other Users (hereinafter referred to as "Advancements").

9.5. If additional and/or modified technical requirements arise as a result of further development or technical developments, the customer shall adapt the technical requirements to the extent that this is reasonable for him. It is reasonable to maintain a hardware and software environment whose market launch dates back less than three years. If an adjustment is unreasonable, there shall be good cause for termination within the meaning of Section 14.3.

10. Development and acceptance in the creation of content by HT within the scope of HT ADDITIONAL SERVICES.

10.1. Some HT ADDITIONAL SERVICES (in particular Avatar and Use Case Designing and Customizing) have as their object the creation of content by HT. In this case, the following applies:

10.2. CUSTOMER shall describe the order sufficiently precisely. HT may provide forms for this purpose and work towards a precise description of the order by asking questions. HT has the right to submit a concept to CUSTOMER. CUSTOMER shall review the concept and may object within the period specified by HT. Otherwise, the concept shall become part of the order description.

10.3. Upon completion of the Content, HT shall make it available to CUSTOMER either on the HT PLATFORM or in another suitable manner and shall notify CUSTOMER accordingly.

10.4. If the contents essentially correspond to the order description, CUSTOMER shall accept them. If CUSTOMER does not consider the contents to be essentially in accordance with the contract, it shall notify HT of its complaints within 2 days. Otherwise, acceptance shall be deemed to have taken place. If CUSTOMER complains about the contents within 2 days, HT shall immediately comment on this.

11. Warranty for the creation of content by HT within the scope of HT ADDITIONAL SERVICES

11.1. HT shall be liable for deficiencies in the created content in accordance with the applicable statutory provisions, unless otherwise provided below.

11.2. CUSTOMER shall examine the created content immediately after it has been made available by HT, insofar as this is feasible in the ordinary course of business, and, if a deficiency becomes apparent, shall notify HT without delay, unless the deficiency was not recognizable during the examination.

11.3. If the CUSTOMER fails to give notice, there shall be no warranty rights, unless the defect was not recognizable during the examination.

11.4. The limitation period shall be reduced to one year in deviation from section 634a para. 1 no. 1 German Civil Code (BGB). This reduction shall not apply in case of intent or gross negligence on the part of HT, in case of fraudulent concealment of the defect or in case of personal injury.

12. Availability and service

12.1. The HT platform is available seven days a week, 24 hours a day, with an availability of at least 99% per calendar year (annual average). The availability is calculated as follows: Availability = (total time - total downtime) / total time * 100. Excluded from this are agreed up to 3 planned maintenance windows per month, provided that these are announced 3 days in advance and do not exceed 3 hours. Also not to be included are restrictions according to 12.2.

12.2. HT is entitled to temporarily restrict services to the extent necessary for reasons of interoperability of services, data protection, combating spam or computer viruses, worms, Trojans, hack/DoS attacks or the like, to prevent interactions triggered by error or unintentionally, or to carry out operational or technically necessary work.

13. Cooperation, information and other obligations of the customer

13.1. The HT SERVICE may only be used in accordance with the contract and only within the scope of applicable law and the product descriptions. No infringements of rights may be committed by using the HT SERVICE and/or by means of the HT SERVICE. CUSTOMER shall ensure that the use of the HT SERVICE DOES not cause damage to HT or to third parties. CUSTOMER shall be solely liable for any infringements of rights

committed by it. The same applies to HT ADDITIONAL SERVICES.

13.2. The CUSTOMER shall take appropriate safety precautions against all types of data loss, The customer shall take state-of-the-art security precautions against all types of data loss, damage and impairment, transmission errors and operational disruptions. The CUSTOMER SHALL keep customer systems used by him free of viruses. The CUSTOMER SHALL MAKE data backups at intervals appropriate to the application and in accordance with the current state of the art to protect against data loss, damage and impairment, -damage and impairment of data.

13.3. The CUSTOMER is obligated to immediately notify HT in writing of any defects after their discovery. In the case of material defects, this shall be done at least by describing the time of occurrence of the defects and the detailed circumstances of their occurrence. The CUSTOMER shall also notify HT immediately of any claims and demands asserted by third parties.

13.4. The CUSTOMER is obligated to cooperate in troubleshooting and fault elimination. In particular, the customer is obligated to support HT in reproducing a malfunction, taking into account HT's instructions for problem analysis, and to forward to HT all information available to it that is necessary for the elimination of the malfunction.

13.5. If the CUSTOMER violates the obligations of this clause and the obligations incumbent on him, the CUSTOMER is obliged to compensate for the resulting damage.

14. Contract Term, Termination, Termination

14.1. The contract on the free use of HT PLATFORM is concluded for an indefinite period of time and may be terminated by either PARTY with a notice period of one month, unless a chargeable function is active in the HT ACCOUNT.

14.2. Contracts for chargeable functions are concluded for a fixed period - one year or one month, as specified in the product description - and shall be extended by the same period in each case unless they are terminated. The notice period for contracts concluded for one year is 3 months to the end of the respective contract. Otherwise, the notice period is one month. Purchased GO'S are not refundable, but can be used up to the end of the validity period.

14.3. The right to terminate for cause remains unaffected. Termination for good cause by the CUSTOMER shall only be permissible after the unsuccessful expiry of a period set for remedy or after an unsuccessful warning. Good cause shall be deemed to exist in particular if the CUSTOMER breaches its obligations under this contract in a significant manner. The PARTIES may also terminate for good cause if HT can no longer provide its services due to service disruptions for which neither HT nor the CUSTOMER is responsible.

14.4. The cancellation can be made either within the HT platform or in text form.

After termination of the contract, HT services can no longer be used.

15. Indemnification

15.1. The CUSTOMER SHALL indemnify HT and its vicarious agents against all claims by third parties, including the reasonable costs of legal defense, which are based on the CUSTOMER'S use of the HT SERVICE and/or HT ADDITIONAL SERVICES in violation of the law and/or the contract, or which occur with the CUSTOMER's approval, or which result from other legal disputes associated with the use of the HT SERVICES and/or HT ADDITIONAL SERVICES. If the CUSTOMER recognizes such a violation, there is an obligation to inform HT immediately.

16. Force majeure

16.1. HT shall be released from its obligation to perform in cases of force majeure. Force majeure shall be all unforeseeable events as well as events whose effects on the performance of the contract are not the responsibility of either PARTY. Such events include in particular - without this being an exhaustive list - natural disasters, labor disputes, also in third-party companies, interruption of power, telecommunication and internet supply as well as official measures.

17. Liability

17.1. In any case, HT shall be liable for the damage incurred insofar as such damage is based on a breach of duty for which HT is liable regardless of fault (in particular the assumption of a guarantee for the quality) in accordance with the provisions of the Product Liability Act or on the basis of a contractual agreement.

17.2. The strict liability of HT due to an initial defect (§ 536a para. 1, 1st Alt BGB) is excluded.

17.3. If HT culpably violates an essential contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the CUSTOMER may regularly rely, HT shall be liable for the resulting damage.

17.4. In the event of slight negligence, HT's liability shall be limited to compensation for the foreseeable damage typical for the contract.

17.5. HT's liability for damages caused by the CUSTOMER'S breach of its duties to cooperate, to provide information and other duties shall be excluded. This applies in particular to the CUSTOMER's obligation to back up data; if data is lost by the CUSTOMER IN this respect, liability shall be limited to the damage that would have occurred even if data had been properly backed up.

17.6. HT shall not be liable for any breach of other obligations.

17.7. The limitations or exclusions of liability in this section shall not apply to damages resulting from injury to life, body or health caused by intentional or negligent breach of duty by HT, its legal representatives or its vicarious agents and to other damages caused by intentional or grossly negligent breach of duty by the aforementioned group of persons, including fraudulent concealment of a defect.

17.8. Insofar as any liability of HT is excluded, this shall also apply to claims against its organs, employees or vicarious agents.

18. Privacy

18.1. HT processes personal data in accordance with the privacy policy, which the CUSTOMER can view at any time at https://humanizing.com/de/privacy-policy/.

18.2. Insofar as this has not already been done pre-contractually, the CUSTOMER IS obligated to take note of this data protection information without delay. HT shall obtain any consent required for individual processing operations separately from the CUSTOMER.

18.3. The CUSTOMER agrees that HT may process personal data of the CUSTOMER and / or the Authorized Users within the scope of the provision of services within the scope of commissioned processing pursuant to Art. 28 f. EU Data Protection Regulation in accordance with the order processing agreement contained in the attachment to these GTC.

19. Confidentiality

19.1. The PARTIES undertake to treat the contents of this contract as confidential. Furthermore, they undertake to maintain mutual confidentiality about mutual business and business relationships that become known in connection with the execution of this contract.

19.2. There is no obligation of confidentiality if:

- the relevant information is already known to the other PARTY, without violating any other possible confidentiality agreements,

- the relevant information is generally known without there being a breach of this Agreement,

- the relevant information is disclosed to the other PARTY by a third party without breach of a confidentiality agreement.

19.3. All confidentiality obligations agreed to in this Agreement shall survive the termination of this Agreement.

20. Transfer of rights and obligations

20.1. The CUSTOMER may not assign this Agreement or any rights or obligations under this Agreement to any third party without HT's prior written consent.

20.2. HT is entitled to use third parties for the performance of this contract.

21. Final provisions

21.1. All questions in connection with these Terms of Use shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of German private international law. The exclusive place of jurisdiction for all disputes arising from these Terms of Use shall be HT's registered office unless an exclusive place of jurisdiction is established by law.

21.2. If any provision of these Terms of Use is or becomes invalid, this shall not affect the validity of the remaining provisions.

21.3. These terms of use bind and entitle the PARTIES and their possible legal successors. The PARTIES undertake to impose their obligations under this contract on their possible legal successors.

General Terms and Conditions of Hardware Sales in B2B-Field

of Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe, Germany

(Status 14. July 2022)

1. Scope of application of these General Terms and Conditions

1.1. In addition to the specifications and price lists applicable at the time of conclusion of an agreement, these General Terms and Conditions (hereinafter referred to as "Terms") of Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe (hereinafter referred to as "Humanizing Technologies") apply to customers (hereinafter referred to as "Customer(s)") for the sale of hardware – unless provided otherwise – if Customers are natural persons, legal entities or partnerships having legal capacity acting in pursuit of their commercial or independent professional interest upon conclusion of the legal transaction.

1.2. Within their scope of application, the Terms, specifications and price lists of Humanizing Technologies including any documents possibly referred to thereunder shall apply exclusively.

1.3. Subject to an express arrangement set down for the individual agreement providing otherwise, the Customer's General Terms and Conditions shall not apply. The foregoing provision shall also apply if Humanizing Technologies did not expressly object to their application.

2. Subject, note on third-party software

2.1. The subject is determined by these Terms, the provisions set down in the specifications and price lists of Humanizing Technologies and the order form – if used – for hardware.

2.2. If the Customer wishes to run a certain software on the hardware subject hereunder, they have to purchase it or the associated rights of use separately; if such purchase concerns Plural.io and/or HT-Services by Humanizing Technologies, the General Terms and Conditions of Plural.io and HT Services shall complement these terms and conditions.

2.3. (Pre-installed) software or digital content of the manufacturer of the hardware subject hereunder or of a third party (hereinafter referred to as "Third-Party Software") are not subject of the purchasing agreement.

2.4. However, if provided for expressly in the order form, the specifications or the price lists, Humanizing Technologies shall perform the initial installation and configuration of the Third-Party Software required for using the hardware (including but not limited to the operating software). With regard to the Third-Party Software, the licensing or usage terms and conditions of the respective manufacturer or third party (hereinafter referred to as "Licenser") shall apply exclusively.

2.5. There shall be no transfer of rights of use to or acceptance of other obligations (re-installation, maintenance and servicing or similar) by Humanizing Technologies unless agreed otherwise. The Licenser shall bear the sole responsibility for possible faults and other defects associated with the Third-Party Software.

2.6. The Customer shall be provided with the licensing or usage terms and conditions for the Third-Party Software to be installed prior to concluding the agreement. By ordering the hardware subject hereunder or concluding the agreement with Humanizing Technologies on purchasing the hardware, the Customer accepts such licensing or usage terms and conditions of the Licensers and instructs Humanizing Technologies to confirm acceptance of the licensing or usage terms and conditions towards the Licenser(s) on their behalf.

3. Prices and payment conditions

3.1. Unless provided for otherwise, all prices shall be understood to be net in Euro. In addition to such net prices, the respective applicable VAT shall be due. Furthermore, the Customer shall bear the shipping costs according to the specifications or price lists.

3.2. In the case of orders by Customers having their residence or domicile in a foreign country or if there is a reasonable indication of a risk of non-payment, Humanizing Technologies reserves the right only to deliver after having received the purchase price including shipping costs (reservation of advance payment). If the reservation of advance payment is asserted, Humanizing Technologies shall immediately advise the Customer of such reservation.

3.3. Unless advance payment has been agreed, the purchasing price shall become due 14 days after delivery and shall be paid to the account of Humanizing Technologies without any deductions. Upon expiration of this term, the Customer falls into arrears without this requiring a separate payment reminder.

3.4. The Customer shall not be entitled to set off claims by Humanizing Technologies or to assert a right of retention unless their counter-claims have been established as final and absolute, are undisputed or are a counter-performance to the claim of Humanizing Technologies they are set off with (i.e. if the counterclaim arises from the same contractual relationship, including but not limited to such claims the Customer is entitled to due to notices of defect).

4. Conclusion of agreements, reservation of correct and punctual delivery

4.1. Presentation of hardware, e.g. on the website of Humanizing Technologies, in sales brochures, advertisements, etc., or within the scope of provision of individual hardware or hardware parts for testing purposes is non-binding and for advertising purposes and shall be deemed to only be an invitation to the Customer to submit an offer.

4.2. If Humanizing Technologies provides the Customer with the option to place an offer through an online shop provided by Humanizing Technologies, the Customer shall submit a binding offer to conclude a purchasing agreement for the goods placed in the "shopping cart" by them upon clicking the button "Confirm purchase". First, the Customer then receives a non-binding confirmation of receipt of their order ("confirmation of receipt").

4.3. It is at Humanizing Technologies' sole discretion to accept an offer submitted by a Customer. To allow Humanizing Technologies to assess whether it should accept the Customer's offer, the Customer shall be bound to their offer for ten (10) days.

4.4. Ways for a binding notice of acceptance by Humanizing Technologies after reviewing the order may include but are not limited to an order confirmation, confirmation of shipping or shipping of the order.

4.5. The agreement is subject to reservation of correct and punctual delivery to Humanizing Technologies itself. In the event of the goods not being available in full or in part, Humanizing Technologies is entitled to cancel the purchasing agreement if Humanizing Technologies does not bear any fault for such non-availability. Humanizing Technologies is

obligated to immediately inform the Customer of such non-availability and to immediately reimburse any consideration possibly already received from the Customer in the event of cancellation based on such non-availability.

5. Delivery and reservation of title

5.1. Humanizing Technologies owes delivery of the hardware subject hereunder. Delivery may be made ex warehouse or domicile of Humanizing Technologies to the address provided by the Customer (obligation to send). Immediate delivery ex factory or warehouse of the manufacturer or a distributor to the Customer shall also be deemed a delivery "ex warehouse of Humanizing Technologies".

5.2. Upon handover of the hardware to the carrier, forwarding agent or the person or institute otherwise appointed to carry out the shipment, the risk of impairment and accidental loss of the hardware according to art. 447 German Civil Code shall be transferred to the Customer. The above shall apply for all places of despatch indicated in A.5.1. A.3.1 Clause 3 shall remain unaffected. The Customer shall be free to immediately pick up the hardware at the place indicated by Humanizing Technologies or to ensure sufficient insurance coverage of the transportation of goods.

5.3. Humanizing Technologies is entitled to provide the hardware ordered by the Customer in several partial deliveries. Humanizing Technologies shall bear possible additional costs incurred by the partial delivery including the costs for sufficient transport insurance coverage for the deliveries following the initial partial delivery. The Customer's claim for full performance shall remain unaffected.

5.4. The delivered hardware (also referred to as "goods subject to reservation of title in this para. 5) remains the property of Humanizing Technologies until all claims have been settled to which Humanizing Technologies is entitled towards the Customer at the time of conclusion of the agreement or which are incurred after conclusion of the agreement while the Customer has not yet received title to the goods; this also includes all balance claims from the current account).

5.5. If the Customer acts in breach of the agreement – including but not limited to falling into arrears with paying a claim for payment –, Humanizing Technologies is entitled to cancel the agreement after fixing an appropriate respite for the performance and such respite expiring. If Humanizing Technologies repossesses the goods subject to reservation of title, this shall be deemed cancellation of the agreement. The Customer shall bear the transport costs incurred by the repossession. It is also a cancellation of the agreement if Humanizing Technologies seizes the goods subject to reservation of title. Goods subject to reservation of title repossessed by Humanizing Technologies may be liquidated. The proceeds incurred by liquidation shall be set off against such amounts due from the Customer after deducting an appropriate amount for the liquidation costs.

5.6. The Customer must treat the goods subject to reservation of title with care. At their expense, they shall take out sufficient insurance for them for fire and water damage and theft at replacement value. If maintenance and inspection work is required, the Customer must perform it in due time at their own expense.

5.7. In the event of the goods subject to reservation of title being seized by third parties or other third-party interventions, the Customer must advise them of Humanizing Technologies' title and immediately notify Humanizing Technologies in writing to allow Humanizing Technologies to assert its title. If the third party may not reimburse the costs in or out of court incurred in this regard to Humanizing Technologies, the Customer shall be liable for such costs.

5.8. If requested by the Customer, Humanizing Technologies is obligated to release securities to which Humanizing

Technologies is entitled insofar as their realisable value exceeds the value of the outstanding claims towards the Customer by more than 10%. However, Humanizing Technologies may select the securities to be released.

6. Warranty

6.1. Humanizing Technologies shall be liable for any defects of delivered hardware according to the applicable legal provisions, including but not limited to art. 434 et seq. German Civil Code, unless provided otherwise in the following.

6.2. The statute of limitations according to art. 438, para. 1, clause 3 German Civil Code is reduced to one year. Such reduction shall not apply for wilful intent or gross negligence on the part of Humanizing Technologies, in the event of fraudulent concealment of the defect or personal injury.

6.3. Possible seller's warranties granted by Humanizing Technologies for certain hardware or manufacturer's warranties granted by the manufacturer of certain hardware shall apply in addition to any claims arising from defects as defined in 6.1 hereunder. The details of the scope of such warranties are determined by the respective warranty terms and conditions.

6.3.1. In the event of a defect, Humanizing Technologies has the option of choosing the respective supplementary performance (subsequent improvement or subsequent delivery). At its option, Humanizing Technologies is entitled (a) to repair the hardware with new parts or parts equivalent to new parts in their performance and operability or (b) to replace the hardware with a model consisting of new parts and/or used parts in mint condition with regard to their performance and operability.

6.3.2. Within the scope of subsequent improvement or subsequent delivery, Humanizing Technologies is entitled to upgrade the Third-Party Software installed on the subject hereunder to the most current version provided by the respective Licenser if this is deemed acceptable to the Customer and is not associated with additional costs. 2.4 to 2.6 shall apply accordingly for installing the upgrade within the scope of supplementary performance.

6.3.3. In their own interest, the Customer is responsible for performing regular data backups. In a warranty case, it may be required to replace or temporarily erase the data storage (reformatting) of the subject hereunder which may result in loss of data. Therefore, the Customer is obligated to perform a data backup prior to subsequent improvement or subsequent delivery by Humanizing Technologies in a warranty case.

7. Duty to maintain safety, liability

7.1. Insofar as the subject hereunder is able – in conjunction with HT Standard Applications of Humanizing Technologies and Third-Party Software installed by the Customer or Humanizing Technologies within the scope of initial installation – to make automated decisions and/or act independently, the Customer shall ensure that it is monitored by a human at all times. The legal duty to maintain safety in this regard falls to the Customer. This includes but is not limited to the Customer having to take appropriate measures to prevent personal injury and material damage with regard to the specific dangers and risks coming from automated software and an automated robot (e.g. the possibility of it causing material damage or personal injury by impact damage or similar).

7.2. If Humanizing Technologies culpably breaches a major provision hereunder, the fulfilment of which is required for proper fulfilment of the agreement and on which the Customer may depend in the ordinary course of business, Humanizing Technologies shall be liable for the damage incurred.

7.3. In the event of ordinary negligence, Humanizing Technologies shall be liable for compensation of foreseeable damage typical for such agreements. This includes but is not limited to data loss by the Customer occurring due to proper use of the subject hereunder; in such event, liability is limited to the damage which would have been incurred if data had been backed up properly.

7.4. Humanizing Technologies shall be liable for the damage incurred in any case if such damage was caused by breach of an obligation for which Humanizing Technologies bears no-fault liability according to the provisions of the German Product Liability Act or due to a contractual stipulation (i.e. including but not limited to providing a guarantee for the purchased item's properties)

7.5. In the event of a breach of any other obligations, liability of Humanizing Technologies is excluded.

7.6. The restrictions or exclusions of liability according to this para. 7 shall not apply for damages incurred by injury to life, body or health caused by wilful or negligent breach of an obligation by Humanizing Technologies, its legal representatives or vicarious agents and for damages caused by wilful or grossly negligent breach of an obligation by the aforementioned group, including fraudulent concealment of a defect.

7.7. If liability of Humanizing Technologies is excluded, this also applies for claims asserted against its bodies, employees or vicarious agents.

8. Data protection

8.1. Humanizing Technologies processes personal data in line with the data privacy statement the Customer may view at any time at https://www.humanizing.com/en/data-privacy/.

8.2. Unless this has already been done prior to conclusion of an agreement, the Customer is obligated to immediately acknowledge this data privacy statement and confirm such acknowledgement to Humanizing Technologies. Humanizing Technologies shall separately obtain the consent possibly required for individual processing procedures.

8.3. If required, the parties hereunder shall conclude an agreement on order processing according to art. 28 point (f) EU GDPR. This includes but is not limited to the event that Humanizing Technologies comes into contact with personal data of third parties collected by the Customer or otherwise processed by them for the purpose of fulfilling the agreement (fulfilling warranty claims of the Customer, etc.).

9. Other applicable law, place of jurisdiction and severability clause.

9.1. The parties hereunder are aware that the subject hereunder may be subject to export and import restrictions. This includes but is not limited to obligations to obtain a permit or restrictions of use in foreign countries. The Customer shall comply with applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America and all other relevant provisions. Fulfilment of the agreement by Humanizing Technologies is conditional to such fulfilment not being impaired by national and international regulations of export and import law and other legal provisions.

9.2. The agreement is subject to German law excluding the UN CISG.

9.3. If the Customer is a merchant, a corporate body under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and Humanizing Technologies is Cologne.

9.4. If an individual provision hereunder is null and void, invalid, contestable or infeasible, the validity or feasibility of the remainder of the agreement shall remain unaffected. Such provisions shall be replaced by such regulations compliant with the purpose of the agreement and the parties' intent as best as possible. If the parties' intent in this regard cannot be determined, the legal provisions – if available – shall apply. This rule of interpretation also applies to ambiguous or conflicting provisions and possible gaps.