

General Terms and Conditions

of Humanizing Technologies GmbH for the sale of hardware in the B2B field

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, Bruchstrasse 11, 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 HT standard applications by Humanizing Technologies, the *General Terms and Conditions of Humanizing Technologies GmbH for standard applications in the B2B field* 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 "Licensor") 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 Licensor 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 Licensor(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 counter-claim 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 Licensor 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/de/privacy-policy/>.
- 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.

General Terms and Conditions

of Humanizing Technologies GmbH for standard applications in the B2B field

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, Bruchstrasse 11, 57462 Olpe (hereinafter referred to as "Humanizing Technologies") apply to customers (hereinafter referred to as "Customer(s)") for standard applications of Humanizing Technologies (hereinafter referred to as "HT Standard Applications") – 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

- 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 HT Standard Applications.
- 2.2. Usually, HT Standard Applications are software components programmed for certain hardware and software environments (hereinafter referred to as "HT Software") in combination with access to an online portal provided by Humanizing Technologies which allows the Customer to configure and transfer, manage and process content (hereinafter referred to as "HT Online Portal"). The details of the respective HT Standard Applications, including but not limited to those of the respective required hardware and software environment and the range of functions are provided for in the specifications.
- 2.3. Other performances such as installation and configuration of software or briefing and training of the Customer or their employees are not the subject of the agreement but may be agreed between the parties hereunder separately.

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. If hardware components such as e.g. hardware dongles

are required for the use of HT Software, the Customer shall bear any shipping charges incurred.

- 3.2. 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 counter-claim 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

- 4.1. The presentation of HT Standard Applications, e.g. on the website of Humanizing Technologies, in brochures, advertisements, etc., or within the scope of provision of individual software components 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 an agreement for the HT Standard Application(s) placed in the "shopping cart" by them upon clicking the button "Confirm order". 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 regarding the software data carrier or provision of access data for downloading the software.

5. Activating HT Standard Applications

- 5.1. At the option of Humanizing Technologies, the HT Software required for the use of HT Standard Applications shall be provided to the Customer either on a suitable data carrier or for download via the internet. Humanizing Technologies shall provide the Customer with the required access data. If additional components are required, such as e.g. a hardware dongle, Humanizing Technologies shall provide them to the Customer for the duration of the term of the agreement.
- 5.2. Access data (such as a code word/password) may not be passed on to third parties who are not employees of the Customer. They shall be stored in a way protected from third-party access. In addition, access data should be changed upon initial start-up and subsequently in

regular intervals for security purposes. If there is cause to assume that unauthorised persons have gained knowledge of the access data, the Customer shall immediately change them. The Customer shall be liable for all consequences of third-party use if they may be held responsible for the access data being misused.

- 5.3. If activation is required, the Customer must use the function provided for this (hereinafter referred to as "Activation") via an established internet connection. Activation must be repeated after every re-installation.
- 5.4. To check whether the Activation is still valid, a request is sent to Humanizing Technologies in regular intervals (hereinafter referred to as "Licence Verification") via an established internet connection.

6. Rights of use

- 6.1. By paying the user fee due, the Customer is entitled to use HT Standard Applications within the scope determined hereunder and in the respective specifications.
- 6.2. Unless agreed otherwise in the order form, the specifications and the price lists, upon full payment of the user fee due, Humanizing Technologies shall grant to the Customer the non-exclusive, non-transferable and non-sublicensable right of use throughout the universe to use the HT Software within the scope provided hereunder during the term of the agreement. In addition to installing, loading, displaying and running HT Software on the required hardware, the contractual use of HT Software includes the scope of use as determined in the specifications.
- 6.3. The Customer is not entitled to let HT Standard Applications to third parties. This includes but is not limited to them not being entitled to sell, to loan, to rent out or otherwise sublicense HT Standard Applications, to publicly disclose or make them accessible, to change or to edit them. Decompilation of the provided Software is prohibited unless allowed by law.
- 6.4. If the Customer breaches one of the above provisions, the rights of use granted to the Customer automatically and immediately reverse to Humanizing Technologies. In this event, the Customer shall immediately and fully cease any use of HT Standard Applications and delete the HT Software installed in its systems. Any claims of the Customer, for example for reimbursement of user fees, are excluded.

7. User fee

- 7.1. The user fee to be paid by the Customer is determined by the order form in conjunction with the specifications and price lists.
- 7.2. The obligation to pay the user fee shall commence upon initial Activation. The user fee shall be paid to the account of Humanizing Technologies in advance for the

period designated by the order form and within fourteen (14) days as of invoicing at no charge.

8. Term of the agreement, termination

- 8.1. Unless provided for otherwise, the agreement on HT Standard Applications is concluded for a term of two (2) years and commences upon initial Activation (hereinafter referred to as "Fixed Term").
- 8.2. Unless one of the parties thereunder terminates the agreement observing a period of notice of three (3) months to the end of the Fixed Term, the Fixed Term is extended by one (1) further year.
- 8.3. The legal right of extraordinary termination for cause shall remain unaffected. Cause entitling Humanizing Technologies to terminate the agreement includes but is not limited to the Customer using HT Standard Applications to an extent exceeding the scope granted hereunder and not stopping such breach of contract within an appropriate respite despite a reminder.

9. Performance of the agreement, availability

- 9.1. Availabilities indicated in specifications are applicable with regard to the time of handover from the network or infrastructure involved by Humanizing Technologies to the public internet.
- 9.2. Downtimes during the performance of maintenance work by Humanizing Technologies shall be ignored when calculating availabilities.
- 9.3. Humanizing Technologies is entitled to use subcontractors in performing the agreement.
- 9.4. Humanizing Technologies is entitled to immediately shut down the HT Online Portal if there is a reasonable suspicion that data stored therein by the Customer contain malicious software, are illegal and/or infringe on third-party rights. A reasonable suspicion of illegality and/or breach of rights includes but is not limited to courts, authorities and/or other third parties informing Humanizing Technologies of such circumstances. Humanizing Technologies is obligated to immediately inform the Customer of the shut-down and the reason for it. The shut-down must be lifted as soon as the suspicion is refuted.

10. Remedy of defects, maintenance, updates and upgrades

- 10.1. Humanizing Technologies shall remedy any occurring defect within an appropriate period of time. For such purpose, the Customer is provided with (a) updates, patches or similar intended for trouble-shooting or (b) a new Software version at the option of Humanizing Technologies. The Customer is obligated to install the data provided.
- 10.2. The obligation to remedy defects and maintain the Software does not include adaptation of HT Standard Applications to changes in the operating conditions or technical and functional developments, such as changes in the IT environment, including but not limited to changes in/replacement of the hardware or software environment including the operating system, adaptation

to the range of functions provided by rival products or ensuring compatibility, e.g. to new file formats (hereinafter jointly referred to as "Technical Developments"). The Customer does not have a right to the provision of upgrades intended to expand the range of functions ("Upgrades") or to adaptation to Technical Developments.

10.3. Even without a defect being present, Humanizing Technologies is entitled to adapt HT Standard Applications to the respective state of the art and to Technical Developments or to change them accordingly to maintain the security and functionality of HT Standard Applications also with regard to changes in operating systems and other third-party software for which the HT Standard Applications were developed for the Customer and other users (hereinafter referred to as "Further Developments").

10.4. If a Further Development

- (i) causes a significant impairment of the range of functions of HT Standard Applications described in the respective specifications, or
- (ii) if there are additional requirements and/or changes in the requirements, including but not limited to those of a technical nature, due to a Further Development or Technical Development,

Humanizing Technologies shall advise the Customer of this in an appropriate period of time of usually three (3) months prior to the intended Further Development unless a shorter period of time is required due to the nature of the intended Further Development. In the course of such notice, Humanizing Technologies shall advise the Customer of their right to object and the requirements of the right to terminate the agreement set by Humanizing Technologies.

10.5. Upon receipt of a notice of Further Development, the Customer is obligated to immediately advise Humanizing Technologies of whether they consent or object to the Further Development against the backdrop of the circumstances provided to them in the notice.

10.6. If the Customer does not consent to the Further Development until one (1) month prior to the date of adaptation, Humanizing Technologies is entitled to terminate the contractual relationship effective as of the date of adaptation.

11. Obligation of the Customer to co-operate, to provide information and other obligations

11.1. After activating the Software, the Customer shall ensure that a functioning internet connection is available in an interval of sixty (60) days at most to enable Licence Verification.

11.2. HT Standard Applications may only be used according to contractual provisions and within the scope of applicable law and the specifications. The use of the HT Standard Application and/or activities by means of the HT Standard Applications may not cause any violations of the law. The Customer must ensure that use of the HT Standard Applications does not cause damage to Humanizing Technologies or third parties. The

Customer shall have sole liability for any violations of the law they may have committed.

11.3. The Customer is obligated to advise any defects to Humanizing Technologies in writing immediately upon their discovery. For material defects, this requires at least a description of the time at which the defects occurred and the detailed circumstances of the occurrence. The Customer will also immediately advise Humanizing Technologies of any claims and accounts receivable asserted by third parties.

11.4. If appropriate and reasonable to expect from the Customer, the Customer is obligated to co-operate in searching for errors and trouble-shooting. This includes but is not limited to them being obligated to support Humanizing Technologies in reproducing a malfunction in consideration of the advice of Humanizing Technologies regarding problem analysis and to forward to Humanizing Technologies all information required for remedying the malfunction they have available.

11.5. The Customer is obligated to install all updates, patches or similar or Software versions provided by Humanizing Technologies immediately but within seven (7) working days the latest.

11.6. The Customer is obligated to take regular preservation measures (data backup, etc.). With regard to erasure of data by Humanizing Technologies after termination of the agreement, the Customer also shall ensure backup of their data to the required scope on time before the date of termination. If the agreement ends because of termination without notice on Humanizing Technologies' part, Humanizing Technologies will enable the Customer to make a data backup.

11.7. The Customer shall take appropriate measures to protect HT Standard Applications against unauthorised access by third parties. They shall store the original data carriers at a safe location. They shall advise their employees that making copies in an extent exceeding the scope of the agreement is prohibited. The Customer shall keep secret any access data provided by Humanizing Technologies and may not give access to them to third parties.

11.8. Labelling of the Software, the data carriers or the associated material may not be removed, changed or obliterated. This includes but is not limited to copyright notices, trademarks, serial numbers or similar.

11.9. The Customer undertakes not to store any content within the scope of the HT Standard Applications which would breach applicable law if made available, published or used or which is likely to damage the information technology systems of Humanizing Technologies or a third party (viruses, malicious software or similar).

11.10. If the content stored by the Customer within the scope of the HT Standard Applications is protected by law, the Customer shall grant to Humanizing Technologies all rights required to allow Humanizing Technologies to fulfil its obligations hereunder, including but not limited to making available the content to the Customer upon

their query via the internet, including but not limited to its reproduction and transfer.

- 11.11. If the Customer breaches the obligations hereunder and the obligations imposed on them in the specifications, the Customer is obligated to compensate any damage incurred.

12. Indemnification

Humanizing Technologies and its vicarious agents shall be indemnified from any claims of third parties including the reasonable costs of legal defence arising from a use of HT Standard Applications by the Customer that is illegal and/or in breach of contract or has been performed with their endorsement or are arising from other legal disputes associated with the use of HT Standard Applications. If the Customer becomes aware of such breach, they are obligated to immediately inform Humanizing Technologies.

13. Force Majeure

In the event of Force Majeure, Humanizing Technologies is exempted from its duty to perform. Force Majeure shall be deemed to mean all unforeseeable events and such events having an effect on fulfilment of the agreement for which none of the parties thereunder may be held responsible. Such events include but are not limited to natural disasters, industrial actions, also in third-party operations, disruptions of power, telecommunications and internet provision and official measures. This list shall not be deemed exhaustive.

14. Termination

- 14.1. Upon termination of the agreement, the Customer shall discontinue use of the HT Standard Applications and remove HT Software from their systems. To remove the HT Software from the user systems, they may establish an internet connection to the servers of Humanizing Technologies and initiate remote deletion if such function is offered by Humanizing Technologies.
- 14.2. If demanded by Humanizing Technologies, the Customer is obligated to establish an internet connection at the time of termination of the agreement to allow Humanizing Technologies to perform deactivation and remote deletion of the HT Software.
- 14.3. Any Customer data stored within the scope of the HT Standard Applications will be erased by Humanizing Technologies within seven (7) days after termination of the agreement.

15. Liability

- 15.1. Insofar as HT Standard Applications are able to make automated decisions in conjunction with the hardware on which they are installed and/or such hardware acts independently, the Customer shall ensure that they are monitored by a human being 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 hardware such as an automated robot (e.g. the possibility of it causing material damage or personal injury by impact damage or similar).

- 15.2. In the event that performances of Humanizing Technologies are utilised by unauthorised third parties using the Customer's access data, the Customer shall be liable for any damages occurring and fees incurred as a consequence.
- 15.3. 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.
- 15.4. In the event of ordinary negligence, Humanizing Technologies shall be liable for compensation of foreseeable damage typical for such agreements.
- 15.5. Liability for damages arising due to the Customer breaching their obligation to co-operate and provide information is excluded. This includes but is not limited to the Customer's obligation to perform data backups; if the Customer suffers data loss in this regard, liability is limited to the damage which would have been incurred if data had been backed up properly.
- 15.6. No-fault liability of Humanizing Technologies due to an initial defect of the Software (art. 536a, para. 1, 1st alternative of the German Civil Code) is excluded.
- 15.7. Notwithstanding the provisions in 15.3 to A.15.6, 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 Software's properties).
- 15.8. In the event of a breach of any other obligations, liability of Humanizing Technologies is excluded.
- 15.9. The restrictions or exclusions of liability according to this para. 15 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.
- 15.10. If liability of Humanizing Technologies is excluded, this also applies for claims asserted against its bodies, employees or vicarious agents.

16. Data protection

- 16.1. Humanizing Technologies processes personal data in line with the data privacy statement the Customer may view at any time at <https://www.humanizing.com/de/privacy-policy/>.
- 16.2. 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.

- 16.3. 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.).

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

- 17.1. 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.
- 17.2. The agreement is subject to German law excluding the UN CISG.
- 17.3. The Customer may assign this agreement or rights and obligations arising hereunder to a third party with the prior written consent of Humanizing Technologies only.
- 17.4. This agreement enjoins obligations and rights hereunder on the parties and their possible legal successors. The parties hereunder undertake to impose their obligations arising hereunder on their possible legal successors.
- 17.5. 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 at Humanizing Technologies' option.
- 17.6. 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.