
End User License Agreement (EULA)

1. Scope

This End User License Agreement ("**EULA**") applies to the contractual relationship between the Wandelbots GmbH, Rayskistraße 25, 01219 Dresden ("**Wandelbots**") and any End User who or which, when entering into a legal transaction, act in exercise of their trade, business or profession, uses industrial robot hardware and software manufactured or otherwise provided by Wandelbots ("**Wandelbots Products**") as well as related services (the "**Technology**") according to the terms of the EULA. An "**End User**" can be a material person or legal entity (including, for purposes of German law to the extent applicable, a consumer (section 13 BGB) or entrepreneur (section 14 BGB)) who uses the Wandelbots Products and Technology.

This EULA applies to all software services which the End User receives pre-installed on the hardware purchased from Wandelbots, as further explained below ("**Pre-installed Software**"), which is made available to the End User for download ("**Downloadable Software and Updates**") or software made available directly via the Internet ("**Service Software**"; Pre-installed Software, Downloadable Software and Updates and Service Software jointly and individually also the "**Software**").

The Software can only be used in the combination as approved by Wandelbots.

Through the acceptance of these EULA by the End User, a direct contract between Wandelbots and the End User about the use of the Wandelbots Products and Technology is established.

Any changes to this EULA will be communicated to the End User at least in text form. If the End User does not object to such changes within a reasonable time period after the notification, the changes become effective. The End User will be informed separately about the right to object and the legal consequences of silence in case of any changes to the EULA. In the event of a duly objection, the changes will not affect the End User, but Wandelbots may be entitled to terminate this EULA, as far as legally permissible.

2. Delivery and Granting of Rights

End User agrees to be bound by this EULA through download, installation, or use of the Software, or their explicit agreement to this EULA.

Wandelbots offers the use of the Software for teaching and reprogramming of industrial and collaborative robots according to the terms of this EULA and the product description on [https://wb-legal-public.s3.eu-central-1.amazonaws.com/German+Law/en/20220908+Wandelbots+Product+Description\(final\).pdf](https://wb-legal-public.s3.eu-central-1.amazonaws.com/German+Law/en/20220908+Wandelbots+Product+Description(final).pdf)



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and/or the product description on the website of Wandelbots ("**Product Description**"). In case of Service Software, the End User receives access to the Software by activation after entering their data, which Wandelbots will provide to the End User. Details hereto are set out below. In case of Pre-installed Software, the End User receives access to the Software by receiving the hardware. In case of Downloadable Software, the End User received access to the Software via downloading the Software.

Wandelbots provides the Service Software in its current version and Downloadable Software in the version released by Wandelbots and chosen by the End User at the router exit of the computer center, in which the server with the Software is located ("**Delivery Point**") to the End User. The Delivery Point in case of Pre-installed Software is the provision of the hardware. The Software, the computing power required for the use and the required space and data processing space are provided by Wandelbots. However, Wandelbots is not responsible for the establishment and maintenance of the data connection between the End User's IT infrastructure and the Delivery Point.

All intellectual property rights in connection with the Software remain with Wandelbots, if they are not expressly granted to the End User under the EULA.

With rental of the Software, payment of the agreed remuneration (if any) and activation (for example by registration, license file or key) provided and to the extent necessary for the contractual use of the rented Software, Wandelbots grants the End User the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the Software for the agreed contractual period and subject to the terms of this EULA; the End User accepts the granting of rights (the "**Software Rental License**"). With the purchase of the hardware and to the extent necessary for the contractual use of the purchased Software, Wandelbots grants the End User the non-exclusive, non-sublicensable, non-transferable right (except under the applicable laws and Wandelbots Software transfer and re-use policies) to use the purchased Software with basic functionalities within the territory authorized by Wandelbots (EU, EEA, Switzerland, UK, Israel, United States) for an indefinite period of time and subject to the terms of this EULA; the End User accepts the granting of rights (the "**Software Purchase License**").

End User may only use and this EULA only applies to pre-installed or downloaded Software running on hardware approved by Wandelbots, including but not limited to the (pre-installed or updated) on the Tablet ("**Wandelbots-App**").

A list of the approved hardware as well as a description of the Wandelbots Products and licenses can be found here: [https://wb-legal-public.s3.eu-central-1.amazonaws.com/German+Law/en/20220908+Wandelbots+Product+Description\(final\).pdf](https://wb-legal-public.s3.eu-central-1.amazonaws.com/German+Law/en/20220908+Wandelbots+Product+Description(final).pdf) and/or on the website of Wandelbots.

If the End User acquires new versions, updates, upgrades, patches, further developments or other changes to the Software, the applicable version of this EULA as well as designated additional conditions shall apply.



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End User is aware that the Software contains open-source components and that these components are subject to the respective open-source licenses, which are available on the website or as part of the Software or by appropriate request to Wandelbots.

End User agrees that Wandelbots uses the machine data and information generated in the context of the use of the Software at the End User and automatically transmitted to Wandelbots without personal reference for its own purposes, in particular, for the analysis of use and the optimization of the Wandelbots Products. Wandelbots ensures that through the transmission and use of such data and information no applicable rights or operational (confidentiality) interests of End User are violated.

3. Use of the Software

End User must use the Software in accordance with the purpose of the Software, the provisions of these EULA, in accordance with the applicable laws and to the agreed extent. In particular, End User must not

- make the Software available to third parties;
- change, decompile, disassemble, reconstruct or in any other way edit the Software;
- use the Software to develop a competing software solution or help a third party to do so;
- use the Software to distribute illegal and/or infringing content;
- sell, license, rent, transfer or otherwise commercially exploit or make available the Software to third parties;
- use the Software in any purpose or way, which breaches applicable European Union, German, United States, and other applicable export control laws, customs and foreign trade regulations; and/or
- use the Software for any purpose or in any way, other than what is stated in the End-use-Certificate, in case the End User issued such End-use-Certificate.

Any subsequent use of the Software by the End User constitutes a copyright infringement.

4. Use Requirements

In order to use the Software, the End User must have obtained appropriate hardware from Wandelbots or an authorized partner. Details about the approved hardware can be found here: [https://wb-legal-public.s3.eu-central-1.amazonaws.com/German+Law/en/20220908+Wandelbots+Product+Description\(final\).pdf](https://wb-legal-public.s3.eu-central-1.amazonaws.com/German+Law/en/20220908+Wandelbots+Product+Description(final).pdf) and/or on the website of Wandelbots.



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The use of the Software also requires the acceptance of this EULA as well as any additional use terms as requested by Wandelbots.

End User may permit its employees, contractors or engaged third party service providers (“**Authorized Third Parties**”) to exercise their usage rights on their behalf, provided that End User is responsible for such Authorized Third Parties (who are considered agents of the End User, including under German law to the extent applicable according to § 278 BGB), in particular, by ensuring that such Authorized Third Parties comply with this EULA and End User being responsible any breach of this EULA by such Authorized Third Parties.

End User is obliged to observe the technical requirements for the Software contained in this EULA and the product description, in particular, a (stable) internet connection is required.

5. **End User Obligations; End User Account**

In order to use the Software, End User has to create or complete an End User account via the Service Software and choose a user name and password. The user name and password are data that End User must treat as confidential and, in particular, must not disclose to third parties that are not Authorized Third Parties. The password should be changed regularly via the settings in the End User account.

In order to activate and use the Pre-installed Software or updates, End User must log in to the Wandelbots-App and obtain access to the license by entering or downloading the license-token and distributing it in the overall system. The distribution within the system is done automatically if all connections have been made properly. End User undertakes to answer the information requested when setting up the End User account fully and truthfully and to notify Wandelbots changes to these information immediately.

The End User undertakes to reasonably support Wandelbots to fulfil its contractual obligations.

It is the End User’s responsibility to regularly create data backups.

End User is not entitled to grant third parties access to their End User account or to make the Software available to third parties, unless Wandelbots and End User have agreed otherwise at least in text form.

6. **Export Controls**

End User will at all times comply with all applicable European Union, German, United States, and other applicable export control laws, customs and foreign trade regulations (the “**Foreign Trade Regulations**”) in all respects with regard to the performance of this EULA. In case End User is the exporter of the Technology, End User will obtain any licenses required for its export

under Foreign Trade Regulations (the “**Licences**”). In case Wandelbots is the exporter, End User undertakes to provide all necessary information truthfully.

End User confirms, that the Technology provided by Wandelbots will not be used directly or indirectly for any purpose or in any way, which contravenes Foreign Trade Regulations.

End User confirms that it is not a natural or legal person, entity or body with which the conduct of any business or transaction is restricted or prohibited by Foreign Trade Regulations (a “**Sanctioned Person**”). End User warrants that it will immediately inform Wandelbots if it becomes a Sanctioned Person. End User ensures that the Technology will not be directly or indirectly made available to a Sanctioned Person.

Wandelbots has the right to suspend or terminate this EULA at any time if Foreign Trade Regulations preclude the performance of this EULA, in particular if a license is not granted or Sanctioned Persons are involved in the performance of this EULA.

7. Termination or Suspension

Wandelbots may suspend End User usage rights if End User breaches Sections 2 (Delivery and Granting of Rights), 3 (Use of the Software), 5 (End User Obligations; End User Account) or 6 (Export Controls).

If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach (in text form), the non-breaching party may terminate this EULA for cause (*wichtiger Grund*). In particular, Wandelbots may immediately terminate this EULA if End User is in material breach of Sections 2 (Delivery and Granting of Rights), 3 (Use of the Software), 5 (End User Obligations; End User Account) or 6 (Export Controls).

Upon termination of this EULA, End User must stop using the Software and destroy any copies of the Software.

8. Privacy

Provided Wandelbots is the controller of personal data the terms of the Wandelbots Privacy Policy under <https://wandelbots.com/imprint-privacy-policy> apply.

9. Special provisions applicable to consumers in the EU: Dispute Resolution

Alternative dispute resolution (ADR): Wandelbots does not commit to use an alternative dispute resolution entity to resolve disputes with consumers.

Online dispute resolution (ODR). The EU Commission provides an internet platform for online dispute resolution (ODR platform), which may be accessed here: <http://ec.europa.eu/consumers/odr>.

10. Special provisions for End Users in the United States

The provisions of this Section 10 will only apply to End Users based in the United States. Wandelbots provides the Wandelbots Products, Technology, and Software to End User on an “as is” and “as available” basis and makes no warranties, whether express, implied, or statutory to end user regarding any of the foregoing, including any implied warranties of fitness for a particular purpose, merchantability, or non-infringement, and does not guarantee that the Wandelbots Products, Technology, and Software will be uninterrupted or error-free. Wandelbots does not guarantee any particular results from use of the Wandelbots Products, Technology, and Software and is not responsible for any results of End User’s use thereof.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WANDELBOTS BE LIABLE TO END USER FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY TOTAL AMOUNTS EXCEEDING THE FEES ACTUALLY PAID BY END USER TO WANDELBOTS IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM (IF ANY) OR \$50 USD, WHICHEVER IS GREATER.

To the maximum extent permitted by applicable law, End User will release, defend, indemnify, and hold Wandelbots and its officers, directors, employees, and agents, harmless from and against any damages, losses, claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from End User’s use of the Platform or violation of this EULA.

11. Miscellaneous

Any linked information in this EULA shall become an integral part of this EULA.

The terms of this EULA shall be subject to the Laws of the Federal Republic of Germany (except that for End Users residing in the United States, this EULA will instead be subject to the Laws of the State of Delaware), excluding the UN Convention on Contracts for the International Sale of Goods. This choice of law applies to End Users who are consumers, but only insofar as the protection granted by mandatory provisions of the laws of the country, in which the affected consumer has their habitual residence, is not withdrawn thereby.

If End User is a merchant, the exclusive venue for any dispute arising from this EULA is Dresden, Germany. The same applies, if End User has no general jurisdiction in Germany, or if their domicile or habitual residence are not known at the time the action is brought.

Notwithstanding the immediately preceding paragraph, for US-based entities, any dispute arising out of this EULA will be settled exclusively through binding arbitration administered in



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Wilmington, Delaware by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of IP Rights or breach of confidentiality. The prevailing party in any proceeding filed hereunder will be entitled to recover its reasonable attorney's fees and costs.

Changes, additions or the cancellation of these EULA shall be subject at least to text form.

Should individual provisions of this EULA be or become invalid, this shall not affect the validity of the remaining provisions of this EULA. The parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same applies in the event of a contractual loophole. This shall not apply vis-à-vis End Users who are consumers if this constitutes an unreasonable burden for them.

(version: November 2022)