# General Terms and Conditions of Maddox AI GmbH

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# I. General Provisions

## 1. Scope of GTC

1.1 These General Terms and Conditions (hereinafter "**GTC**") apply to the contracts concluded between you as a Customer (hereinafter "**Customer**") and us, Maddox AI GmbH, Bismarckstraße 136, 72072 Tübingen, Germany (hereinafter "**Maddox**" or "**we**") with regard to our quality control system.

1.2 Our GTC are exclusive. Conflicting, additional or deviating terms and conditions of the Customer shall not become part of the contract unless expressly agreed otherwise between the Customer and Maddox. Our GTC shall also apply if we knowingly perform a service without reservation despite conflicting or deviating terms and conditions of the Customer.

1.3 Our GTC shall only apply if the Customer is an entrepreneur (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

## 2. Plans and Subject Matter

2.1 Maddox offers Customers software and suitable hardware in the field of automated visual quality control systems as part of various plans. The software is always leased to the Customer, while the hardware is leased, sold or provided to the Customer as part of a lease-purchase agreement, depending on the plan.

2.2 The content and scope of the services to be provided by Maddox in the various plans, the specific functional scope of the software and hardware as well as the technical and organizational requirements for the use of the software and hardware are set out in full in the corresponding order, any other documents referred to therein (e.g. service and function descriptions), and the plan overview included as **Section II** (hereinafter "**Plan Overview**") in the quotation.

2.3 Unless otherwise agreed in the order or the other documents referred to therein (hereinafter collectively referred to as "**Contractual Documents**"), Maddox is only obliged to provide the services specified in the Plan Overview and these GTC for the plan selected by the Customer.

2.3.1. Insofar as the Plan Overview for the plan selected by the Customer includes software, the subject matter in this respect is, compliant with the special provisions in Section III. and the general terms in Section VII.,

- Granting the use of this software for access via an Internet connection as Software as a Service,
- Provision of storage space for the data generated by the Customer through the use of the software and the data required for the use of the software (hereinafter "**Application Data**") and
- Provision of an online user guide for the software

for a fee and for a limited period of time. Software, application data and online user guide are hereinafter also referred to collectively as "**SaaS Subject Matter**".

2.3.2. Insofar as the Plan Overview for the plan selected by the Customer includes the lease of hardware, the subject matter shall be the provision of this hardware for use by the Customer in accordance with the contract for a limited period of time and in exchange for a fee

(hereinafter: "**Maddox Lease Hardware**") in accordance with the special provisions in Section IV. and the general terms in Section VII.

2.3.3. Insofar as the Plan Overview for the plan selected by the Customer includes the provision of hardware as part of a lease-purchase agreement, the subject matter in this respect is, compliant with the special provisions in Sections VI. and IV. and the general terms in Section VII., the following:

– conditional transfer of ownership of this hardware (hereinafter: "**Maddox Lease-Purchase Hardware**") to the Customer and

– until the aforementioned condition is met, the provision of the Maddox Lease-Purchase Hardware for use by the Customer in accordance with the contract for a limited period of time and against payment

2.3.4. Insofar as the Plan Overview for the plan selected by the Customer includes the sale of hardware, the subject matter in this respect is the provision of hardware, compliant with the special provisions in Section V. and the general terms in Section VII. (hereinafter: "**Maddox Purchase Hardware**"), in exchange for payment of the agreed purchase price. The special provisions for the lease-purchase of hardware in Clause 2.3.3 remain unaffected.

2.3.5. Insofar as the Plan Overview provides for an upstream product evaluation for the plan selected by the Customer - in deviation from Clause 2.3.1 to 2.3.3 - the special provisions in Section II. as well as the general terms in Section VII. shall apply to this free period of testing.

### 3. Offers

3.1 Unless otherwise agreed, our offers are free of charge.

3.2 Unless otherwise stipulated in the offer, we shall be bound by our offers for a period of seven working days. Working days within the meaning of these GTC are the days from Monday to Friday, excluding national holidays.

3.3 We reserve ownership and/or all (copyright) rights of use of all offers and cost estimates submitted by us as well as illustrations, calculations, brochures, catalogs, models and other documents and aids made available to the Customer. The Customer may not make these documents accessible to third parties, disclose them, use them himself or have them used or reproduced by third parties, either as such or in terms of content, without our express consent.

3.4 The presentation of our services on our website https://www.maddox.ai, in our brochures, advertisements or other advertising media, on our presentation stands, and in our business premises does not constitute a binding offer on our part.

## II. Product Evaluation

### 4. Conducting Product Evaluation

4.1 If the contract includes product evaluation, the start of the paid contractual phase, i.e. the software lease in accordance with Section III., the hardware lease according to section IV. and/or the lease-purchase according to Section VI. is preceded by a free test, trial, and set-up phase. Hardware sales in accordance with Section V. are always carried out independently of any product evaluation.

4.2 The product evaluation shall allow the parties to determine whether the quality control system can achieve the key performance indicators and process requirements ("**KPI**") specified in the Contractual Documents for a defined test setting.

4.3 The product evaluation runs until the Customer has accepted the KPI in accordance with Clause 6.1, the effects of acceptance in accordance with Clause 6.4 occur, or the contract is terminated (see Clause 40.1). With the declaration of acceptance or the occurrence of the effects of acceptance pursuant to Clause 6.4, the paid contractual phase begins (cf. Clause 40.2).

4.4 During product evaluation, the parties shall work together constructively and on their own responsibility to jointly achieve the KPI in the defined test setting within four weeks. Maddox may extend the product evaluation appropriately, and subsequently for multiple times, in consultation with the Customer, insofar as this is reasonably necessary and does not conflict with the Customer's overriding legitimate interests.

4.5 During product evaluation, Maddox endeavors to set up the quality control system with the care customary in the industry so that the KPI are achieved in the defined test setting. Whether this is possible within the given framework depends on various factors (including the Customer's sample parts and production process). Maddox strives to achieve the KPI, but cannot guarantee or warrant this.

4.6 Insofar as agreed in the Contractual Documents or the Plan Overview, Maddox shall support the Customer with regard to commissioning, setup, installation, and integration of the soft- and hardware provided during the product evaluation in deviation from the provisions for the paid contract phase (see Sections III., IV. and VI.).

4.7 The provision of software and hardware by Maddox to the Customer, in particular the provision of SaaS subject matter, Maddox Lease Hardware, Maddox Lease-Purchase Hardware, shall be free of charge and as a loan during product evaluation. With regard to any Maddox Lease-Purchase Hardware a (conditional) transfer of ownership by Maddox shall not take place before the end of the product evaluation through either acceptance by the Customer in accordance with Clause 6.1 or the occurrence of the effects of acceptance in accordance with Clause 6.4 (see more detailed information regarding the lease-purchase term in Clause 40.2). The provisions regarding the purchase of hardware (Section V.) remain unaffected.

## 5. Customer Obligations during Product Evaluation

5.1 The Customer shall actively cooperate during product evaluation and work together with Maddox to achieve the KPI. He shall provide all necessary cooperation without being requested to do so and at his own expense, e.g. by providing employees, workspaces, hardware and software, data, technical information, and telecommunications facilities.

5.2 The Customer shall in particular

5.2.1. ensure all conditions necessary for the successful implementation of the product evaluation, insofar as this is possible and reasonable; this includes in particular ensuring that the quality control system is installed non-invasively (e.g. by selecting a suitable point within the production process), that the necessary infrastructure is available (e.g. a power connection for hardware to be connected) and that, if necessary, sufficient personnel are available for commissioning, setting up, installing, and integrating the software and hardware provided;

5.2.2. provide Maddox in a timely and complete manner with all data, information, sample components, and documents from the Customer’s

area of responsibility required for the successful execution of the product evaluation;

5.2.3. provide Maddox with all data, information, sample components and documents (see Clause 5.2.2) which are explicitly listed in the Contractual Documents as to be provided by the Customer, immediately after conclusion of the contract, but at the latest within one week, insofar as this is possible and reasonable for the Customer; this applies in particular to the following data, information and items, insofar as provided for in the Contractual Documents:

- Suitable boundary samples required in the number specified for each defect class in order to calibrate the quality control system and check the detection accuracy,
- Image annotations to be carefully prepared by the Customer for components or other items whose quality is to be checked with the quality control system at the Customer's premises ("**Annotations**"); the Annotations are required to train the quality control system for the Customer's specific situation and to achieve the KPI,
- Information about the Customer's hardware and software environment and about third-party systems into which the quality control system is to be integrated.

5.2.4. provide Maddox with all data, information, sample components, and documents (see Clause 5.2.2) that are specifically requested by Maddox after conclusion of the contract, immediately after the request, but at the latest within one week, insofar as the request by Maddox is appropriate and the provision is possible and reasonable for the Customer;

5.2.5. enable tests and audits of the quality control system with regard to the achievement of the KPI and to actively participate in these where necessary and reasonable,

5.2.6. inform Maddox immediately if technical problems occur in connection with the execution of the product evaluation or the software and hardware provided in order to enable Maddox to react appropriately;

5.2.7. create and maintain the access, system and functional requirements for the use of the software and hardware provided as set out in the Contractual Documents or Plan Overview;

5.2.8. in accordance with Clause 13.6.8 to 13.6.10 ensure that Edge PCs used with the provided software can be connected to the Internet in accordance with the specifications in the Contractual Documents and that a sufficient Internet connection is available for this purpose;

5.2.9. to the extent possible and reasonable, create and maintain other access, system, and functional requirements that are necessary on the side of the Customer for productive use of the software and hardware;

5.2.10. if the Customer wishes to integrate the software or hardware provided into other systems, software and/or hardware (hereinafter referred to as "**Third-Party Systems**") or connect it to such Third-Party Systems in accordance with the contract, ensure that the Third-Party Systems

- are functional and remain so during the term of the contract,

- are suitable and appropriately configured for the respective integration or connection, and
- do not adversely affect the function of the software and hardware provided;

5.2.11. in accordance with Clause 13.6.4 name an employee as the contact person for the product evaluation and inform Maddox of any changes to the contact person without delay;

5.2.12. ensure that (e.g. when recording and transmitting third-party information or components to the contractual servers) all third-party rights to material used by the Customer are observed;

5.2.13. treat the hardware and software provided with reasonable care in order to avoid damage, loss, and destruction;

5.2.14. not remove or cover any logos, lettering, or other markings indicating Maddox's ownership from or on the hardware provided;

5.2.15. use hardware provided exclusively for the contractually intended purpose of joint operation with the software described in Clause 2.3.1;

5.2.16. take the necessary precautions to prevent the use of the provided hardware by unauthorized persons. In particular, the Customer shall secure buildings and rooms in which the provided hardware is used by the Customer by means of suitable protective measures (e.g. proper locking, access controls) so that no unauthorized third party can access the provided hardware. The Customer shall inform Maddox immediately if there is any suspicion that the provided hardware may have been stolen, manipulated or damaged by unauthorized persons;

5.2.17. inform Maddox at an early stage in the event of relevant adjustments to the production process, the type or configuration of the Customer's products to be checked, the types of defects to be checked, or other circumstances that may negatively affect the functionality of the hardware or software provided, in order to evaluate whether these changes negatively affect the functionality of the hardware or software,

5.2.18. in the case of a ready-for-use notification pursuant to Clause 6.3 declare acceptance within one week of receipt of the notification, refuse acceptance stating existing defects, or request an extension of the deadline stating the reasons.

5.3 The obligations under Clause 5.2 are considered contractual duties rather than mere contractual requirements. Maddox may charge separately at the agreed rates, or, in the absence of an agreement, at their usual daily and hourly rates for any additional expenses incurred as a result of failure by the Customer to properly or timely perform his cooperation duties.

## 6. Customer’s Acceptance of KPI

6.1 If the quality control system achieves the KPI in the defined test setting, the Customer shall declare this to Maddox without delay ("**Acceptance**"). The Acceptance shall be made in writing. Maddox shall provide a form for this purpose, which can be adapted to the requirements of the individual case if necessary. An implied declaration of Acceptance by the Customer is also possible.

6.2 If possible, the declaration of Acceptance should also state whether the hardware and software already provided by Maddox to the Customer is at the time of the declaration in perfect condition or faulty. In the latter case, existing errors and defects should, if possible, be specifically described in the Customer's declaration of Acceptance.

6.3 Maddox may notify the Customer explicitly in writing or in text form that the KPI are ready for Acceptance ("**Ready-for-use Notification**"). In this case, the Customer is obliged to declare Acceptance pursuant to Clause 6.1 within one week of receipt of the Ready-for-use Notification, or to refuse Acceptance, stating any existing defects. If the Customer refuses Acceptance, Maddox is, after the defects have been rectified, entitled to make the quality control system available again for Acceptance by means of a Ready-for-use Notification in accordance with the above sentences, whereby the one-week period from sentence 2 begins again. If the Customer refuses Acceptance, Maddox is entitled to at least three further Acceptance attempts after the first Ready-for-use Notification. If, in exceptional cases, it is not possible or reasonable for the Customer to declare or refuse Acceptance within one week of receipt of the Ready-for-use Notification, the Customer must inform Maddox of this, stating the reasons and the required extension of the deadline ("**Deadline eExtension Notification**"). In this case, Maddox shall grant the Customer a reasonable extension of the deadline, which shall then replace the one-week deadline.

6.4 If the Customer neither refuses Acceptance within one week of receipt of a Ready-for-use Notification in accordance with Clause 6.3, stating at least one defect, nor submits a Deadline Extension Notification, Acceptance pursuant to Clause 6.1 shall be deemed to have taken place. Sentence 1 shall not apply, however, if the Customer is not responsible for the failure to submit a declaration of rejection and a Deadline Extension Notification.

### 7. End of Product Evaluation

7.1 If the Customer declares the Acceptance of the KPI pursuant to Clause 6.1, the paid contractual phase begins with the Acceptance (cf. Clause 40.2) and the contract is continued as a paid contract in accordance with the Contractual Documents, the Plan Overview, and the provisions in the following sections of these GTC. Sentence 1 shall apply accordingly if the effects of Acceptance pursuant to Clause 6.4 occur.

7.2 If product evaluation ends due to termination before Acceptance pursuant to Clause 6.1 has been declared by the Customer or the effects of Acceptance pursuant to Clause 6.4 have occurred (cf. Clause 40), the Customer must immediately cease using any software and hardware provided by Maddox for the execution of the contract and immediately return it to Maddox (§ 604 BGB). In this case, the contract shall end without entering the paid contractual phase.

## III. Software Lease

### 8. Provision of the SaaS Products

8.1 Maddox shall keep available the software from the beginning of the term of the software lease (Clause 40.2) on a central data processing system or several data processing systems (hereinafter also referred to as "**Server**") in the current version for use in accordance with these GTC. The software shall not be physically provided to the Customer. The software shall be commissioned independently by the Customer on suitable end devices of his choice.

8.2 Insofar as no special agreements are made in the Contractual Documents regarding access, system, and functional requirements on the part of the Customer, the Customer

must fulfill the general access, system, and functional requirements for the use of the software described in the Plan Overview.

8.3 Maddox provides the Customer with a (main) access for the Maddox dashboard, via which the agreed-upon software functionalities can be controlled. If the provision of sub-accesses is listed in the Contractual Documents or in the Plan Overview for the selected plan, Maddox shall also provide the listed number of sub-accesses. The sub-accesses can be created and managed by the Customer within their main access. The Customer must immediately change the user names and passwords of both main and sub-accesses to names and passwords known only to the Customer and protect them from unauthorized access by third parties.

8.4 Maddox is entitled to continuously develop the software. The ongoing development of the software can lead to an extension and/or modification of the software with the result that new functionalities are available, existing functionalities are optimized in process, and/or user guidance or the data management is adapted to the state of the art. There is no obligation to modify, adapt, or further develop the software, notwithstanding the provisions of the Service Level Agreement (Clause 31. up to and including Clause 36.), unless such a modification, adaptation, or further development is necessary for the maintenance of the software in accordance with the state of the art .

8.5 From the start of the term of the Software Lease (Clause 40.2), Maddox shall provide sufficient storage space on the server for the application data. Insofar as the software enables data to be uploaded to Maddox's servers and stored there that was not originally generated by the software, by Maddox Lease Hardware, or by Maddox Lease-Purchase Hardware up to the commencement of the condition (hereinafter "**External Data**"), Maddox shall provide storage space up to the limit agreed upon in the Contractual Documents for this purpose. If the Contractual Documents for the selected plan do not specify a storage space limit, Maddox will provide storage space for External Data up to the limit specified in the Plan Overview. If no storage space limit for External Data is specified in the Plan Overview either, Maddox will provide a reasonable amount of storage space for External Data.

8.6 The transfer point for the software, the Application Data, and the External Data uploaded by the Customer in accordance with the contract (hereinafter "**Uploaded Data**") is the router output of the server. Maddox is not responsible for the Internet connection between the Customer and Maddox up to the transfer point or for the condition of the required hardware and software on the Customer's side. Any obligations of Maddox arising from a product evaluation, a hardware lease, a hardware sale, or a hardware lease-purchase (see Sections II., IV., V. and VI.) remain unaffected.

## 9. Availability, Access, and Maintenance

9.1 Maddox owes the availability of the software, the Application Data, and the Uploaded Data at the transfer point that is customary in the industry. Availability under sentence 1 is defined as the technical usability of the software, the Application Data, and the Uploaded Data at the transfer point for the Customer.

9.2 Available use (availability within the meaning of Clause 9.1 is assumed) also includes the periods during

9.2.1. malfunctions in or due to the condition of parts of the technical infrastructure required for the use of the software that are not to be provided by us or our vicarious agents;

9.2.2. other failures for which we are not responsible, in particular during failures that

– were caused by incoming IT attacks. This shall not apply if the protective measures to be taken by Maddox against such attacks did not correspond to the state of the art at the time of the IT attack;

– are caused by improper use of software or hardware by the Customer.

9.2.3. a merely insignificant reduction in suitability for contractual use;

9.2.4. scheduled downtimes in accordance with Clause 9.3 up to a maximum of 240 minutes per calendar month;

9.2.5. unforeseen maintenance work which leads to downtimes but which, due to its urgency, could not be announced beforehand in accordance with Clause 9.3. This shall not apply if the maintenance work has become necessary due to circumstances for which Maddox is responsible.

9.3 Scheduled downtimes are periods of temporary unavailability of software, Application Data, and Uploaded Data that

9.3.1. are required to install updates or carry out other maintenance work,

9.3.2. are appropriately coordinated with the Customer,

9.3.3. lead to a maximum of 180 minutes of unavailability, and

9.3.4. lead to a monthly maximum total of 240 minutes of unavailability.

9.4 Maintenance work can take place on working days as well as on Sundays and public holidays.

## 10. Online User Guide

10.1 Maddox provides the Customer with an online user guide within the software.

10.2 If the software is updated in accordance with the contract, the user guide shall be adapted accordingly.

10.3 The Customer is entitled to download, save, print out, and reproduce a reasonable number of user guide documents for the purposes of this contract, while retaining any existing property right notices. In all other respects, the provisions under Clause 12. for the software shall apply accordingly to user guide documents.

## 11. App Data Storage Space; Exemption

11.1 The performance obligations of Maddox with regard to the storage space (cf. Clause 2.3.1, Clause 8.5 and Clause 8.6) are limited to the provision of storage space for contractual use by the Customer and the backup of Application Data and Uploaded Data. Maddox undertakes to take suitable, state-of-the-art precautions against data loss and to prevent unauthorized access to the Customer's data by third parties. To this end, Maddox makes backups at least daily. Beyond this, Maddox shall not be subject to any safekeeping or custody obligations.

11.2 The Customer undertakes to store on the storage space provided only such data and content whose provision, publication and use in the software or on the Maddox server does not violate applicable law, official requirements, or the rights of third parties. The Customer shall indemnify Maddox on first demand against all claims asserted against Maddox by third parties due to a breach of sentence 1 by the Customer. In cases of

sentence 2, the Customer shall also reimburse Maddox for the costs of reasonable legal action.

11.3 Furthermore, the Customer undertakes to check External Data and information for viruses or other harmful components before uploading them to the Maddox server and to use state-of-the-art measures (e.g. virus protection programs) for this purpose.

11.4 The Customer is not entitled to allow third parties to use the storage space provided by Maddox for a fee or free of charge.

## 12. Right of Use; Penalties

12.1 Maddox grants the Customer a simple, non-transferable and non-sublicensable right to use the software for the term of the contract in accordance with the provisions in the Contractual Documents, the Plan Overview, and (in addition) this section. 12.

12.2 The Customer may only make the software accessible to third parties to the extent that the contractual use of the software requires access to be granted. The Customer is not permitted to provide access beyond the contractual use, in particular by selling, giving away, lending, leasing, public reproduction, or sublicensing of the software. § 69d UrhG remains unaffected.

12.3 Reproduction or reworking of the user guides that goes beyond the scope described in Clause 10.3 is not permitted, unless the law permits such reproduction or modification due to the integration of the user guides into the software in accordance with § 69d UrhG.

12.4 If the Customer violates one of the provisions in clause 12.1 and/or clause 12.2 for reasons for which the Customer is responsible, Maddox may, after prior notification of the Customer, block the Customer's access to the software, the Application Data, and/or the Uploaded Data if the violation can be demonstrably remedied as a result.

12.5 For each case in which the Customer culpably enables the use of the software by unauthorized third parties, the Customer shall pay an appropriate contractual penalty, the amount of which shall be determined by Maddox at its reasonable discretion and, in the event of a dispute, shall be reviewed by a competent court. The assertion or payment of the contractual penalty does not preclude Maddox from asserting a claim for injunctive relief or damages in excess of the contractual penalty against the Customer. An incurred and paid contractual penalty shall be offset in full against such damages. Further rights of Maddox remain unaffected.

## 13. Customer’s Obligations and Duties regarding SaaS

13.1 The Customer has informed himself about the essential functional features of the software and bears the risk as to whether it meets his wishes and requirements; in case of doubt, the Customer must seek advice from Maddox employees or expert third parties.

13.2 The establishment of an Internet connection between the Customer and Maddox up to the transfer point and functional hardware and software on the part of the Customer are the sole responsibility of the Customer. Any obligations of Maddox arising from a product evaluation, a hardware lease, a hardware sale, or a hardware lease-purchase (see Sections II., IV., V. and VI.) remain unaffected.

13.3 The Customer shall test the software thoroughly for defects and for usability in the existing hardware and software configuration before the software is put into operation. This also applies to software that the Customer receives under warranty.

13.4 The Customer shall observe the instructions provided by Maddox for the installation and operation of the software; the Customer shall inform himself at regular intervals about current information (e.g. on software updates, operation, security aspects) via the information pages displayed within the software and take these into account during operation.

13.5 The Customer shall perform all acts of cooperation required for the execution of the contract without being requested to do so and at its own expense. Insofar as Maddox has further performance obligations in addition to the provision of the SaaS Subject Matter within the scope of the software lease, the Customer shall cooperate to the necessary extent free of charge, e.g. by providing employees, work rooms, hardware and software, data and telecommunications facilities. Any obligations of Maddox arising from a product evaluation, a hardware lease, a hardware sale, or a hardware lease-purchase (see Sections II., IV., V. and VI.) remain unaffected.

13.6 In particular, the Customer is obliged to

13.6.1. provide Maddox in a timely and complete manner with all data, information and documents from the Customer's area of responsibility required for the provision and smooth operation of the software and execution of the contract;

13.6.2. provide Maddox with all data, information and documents in accordance with (see Clause 13.6.1) which are explicitly listed in the Contractual Documents and as to be provided by the Customer, immediately after conclusion of the contract, but at the latest within two weeks, insofar as this is possible and reasonable for the Customer;

13.6.3. provide Maddox with all data, information, and documents (see Clause 13.6.1) which Maddox explicitly requests from the Customer after conclusion of the contract, immediately after the request, but at the latest within two weeks, insofar as the request by Maddox is appropriate and the provision is possible and reasonable for the Customer;

13.6.4. name at least one employee responsible for the operation of the software to Maddox as a contact person and to inform Maddox immediately of any changes to the contact person. The contact person must have experience in handling the software and the hardware used;

13.6.5. inform Maddox at an early stage in the event of relevant adjustments to the production process, the type or configuration of the Customer's products to be checked, the types of defects to be checked, or other circumstances that may negatively affect the functionality of the software, in order to evaluate whether these changes negatively affect the functionality of the software;

13.6.6. inform Maddox immediately if technical problems occur during the use of the software by the Customer in order to enable Maddox to react appropriately;

13.6.7. create and maintain the access, system, and functional requirements for the use of the software as set out in the Contractual Documents or, insofar as Clause 8.2 applies, in the Plan Overview;

13.6.8. configure its Internet connection, firewall, and hardware environment in accordance with the specifications in the Contractual Documents in such a way that Edge PCs used by the Customer for the use of software (hereinafter "**Edge PC**") can be connected to the Server via the Internet

using DHCP (Dynamic Host Configuration Protocol), insofar as this is possible and reasonable for the Customer;

13.6.9. in exceptional cases, if a DHCP configuration according to Clause 13.6.8 is not possible or reasonable, configure its Internet connection, firewall, and hardware environment in such a way that an Internet connection between the Edge PC and the Server can be established via another method provided for in the Contractual Documents; as a rule, the Customer must provide Maddox particularly with information on IPv4, netmask, gateway and DNS server for this purpose;

13.6.10. ensure that the Internet connection between each Edge PC and the server is sufficient; unless a higher bandwidth is provided for in the Contractual Documents, at least a bandwidth corresponding to the LTE mobile communications standard must be available for the contractual data traffic between the Edge PC and the server;

13.6.11. if he wishes to integrate the software into third-party systems or connect it to such third-party systems, ensure that the third-party systems

- are functional and remain so during the term of the contract,
- are suitable and appropriately configured for the respective integration or connection, and
- do not negatively affect the function of the software;

13.6.12. to the extent possible and reasonable, create and maintain other access, system, and functional requirements necessary for productive use of the software on the part of the Customer;

13.6.13. if data is collected using hardware (e.g. the Customer's own hardware, Maddox Lease Hardware) and processed in the software, review the data collected in this way to a reasonable extent and to inform Maddox promptly in the event of incorrect data collection, insofar as this is possible and reasonable for the Customer;

13.6.14. ensure that the users authorized to use the software on the Customer's side are sufficiently familiar with the operation of the software. In particular, the Customer shall train the users in the use of the software to the extent necessary;

13.6.15. ensure that (e.g. when transmitting third-party information to the contractual servers) all third-party rights to material used by the Customer are observed;

13.6.16. where relevant, check data and information for viruses and other malware before entering or uploading it to Maddox and to use state-of-the-art virus protection and security software;

13.6.17. as far as technically possible and reasonable, transmit user data only in encrypted form;

13.6.18. oblige authorized users to comply with the provisions of the contract concluded with Maddox regarding the use of the software;

13.6.19. not make any changes to the software that would result in the software becoming inoperable;

13.6.20. take the necessary precautions to prevent the use of the software by unauthorized persons. In particular, the Customer shall take suitable protective measures (e.g. password strength, passwords on its computers, protection against trespassers) and regularly check available use logs and, if necessary, block existing accesses (e.g. after staff changes) to ensure that no unauthorized third party can access the software. The Customer shall inform Maddox immediately if there is any suspicion that the access data and/or passwords may have become known to unauthorized persons;

13.6.21. keep the information stored in the software (in particular the e-mail address for contacting us) up to date.

Any obligations of Maddox arising from a product evaluation, a hardware lease, a hardware sale, or a hardware lease-purchase (see Sections II., IV., V., and VI.) remain unaffected.

13.7 The cooperation duties of the Customer according to Clause 13.4, 13.6.1, 13.6.2, 13.6.3, 13.6.11, 13.6.18, and 13.6.20 constitute contractual duties rather then mere contractual requirements. Maddox may charge separately at the agreed rates, or, in the absence of an agreement, at their usual daily and hourly rates for any additional expenses incurred as a result of failure by the Customer to properly or timely perform his cooperation duties.

13.8 Maddox is entitled to check whether the SaaS Subject Matter is being used in accordance with the provisions of the contract. For this purpose, Maddox may reasonably request information from the Customer, in particular about the period and scope of use of the SaaS Subject Matter, and may inspect the Customer's books and records, as well as the Customer's hardware and software.

## 14. Defects and Liability; Third-Party Rights; other Breaches of Contract

14.1 The Customer must notify Maddox immediately of any defects in the SaaS Subject Matter.

14.2 The parties shall notify each other immediately in writing if claims are asserted against them in connection with the SaaS Subject Matter.

14.3 Maddox shall only be liable for defects in the SaaS subject matter that already existed when the contract was concluded if Maddox is responsible for these defects.

14.4 Termination of the contract pursuant to § 543 (2) No. 1 BGB for failure to grant use in accordance with the contract is only permissible if Maddox has been given sufficient time to remedy the defect and has nevertheless failed to do so. Failure to remedy the defect shall only be deemed to have occurred if it is impossible, if Maddox seriously and definitively refuses to do so, or delays it in an unreasonable manner, or if it is unreasonable for the Customer for other reasons.

14.5 The Customer may not reduce the current lease payment in the event of defects in the SaaS Subject Matter. Any existing right of the Customer to reclaim lease paid under reservation shall remains unaffected.

14.6 Termination due to a merely insignificant impediment to contractual use is excluded.

14.7 Maddox shall not be liable for any infringement of third-party rights by the Customer if and to the extent that this infringement results from exceeding the rights of use granted under the contract. In this case, the Customer shall indemnify Maddox against all third-party claims upon first request. In the cases of sentence 2, the Customer shall also reimburse Maddox for the costs of reasonable legal action.

14.8 Otherwise, the Customer may only claim damages in accordance with Clause 41.

### 15. Post-Termination Rights and Obligations

15.1 If and insofar as the contract has ended with regard to the SaaS Subject Matter (e.g. by (partial) termination), the Customer may use the export functionalities of the software for a further 30 days after the end of the contract in order to export required data. After expiry of the period according to sentence 1, Maddox is entitled - subject to statutory retention obligations applicable to Maddox - to delete all Application Data and Uploaded Data on the server so that data export is no longer possible.

15.2 After termination of the contract, the Customer shall, insofar as this is not required for permitted data exports in accordance with Clause 15.1, cease using the software and, at Maddox's discretion, immediately return any backup copies made, or destroy them.

## IV. Hardware Lease

### 16. Provision of Maddox Lease Hardware

16.1 From the start of the hardware lease period (Clause 40.2), Maddox shall provide the Customer with the Maddox Lease Hardware, including a quick start guide, for use. For this purpose, Maddox ships the Maddox Lease Hardware including the quick start guide at the Customer's expense (cf. Clause 39.4) to the delivery address specified by the Customer when placing the order, unless the Customer has already received the Maddox Lease Hardware during product evaluation (Section II.).

16.2 If no special agreements are made in the Contractual Documents regarding access, system, and functional requirements on part of the Customer, the Customer must fulfill the general access, system, and functional requirements described in the Plan Overview for the use of the Maddox Lease Hardware.

16.3 Maddox Lease Hardware is provided by Maddox in an operational condition for the Customer's own use in quality control. Commissioning of the Maddox Lease Hardware is carried out independently by the Customer (e.g. installation and setup of the Edge PCs, connection of the cameras), unless commissioning by Maddox has been expressly agreed upon.

16.4 The Customer is not entitled to allow third parties to use the Maddox Lease Hardware for a fee or free of charge.

### 17. Performance Obligations regarding Maddox Lease Hardware

17.1 If the contract includes Maddox Lease Hardware, Maddox shall provide the Customer with this hardware against payment and for a limited period for contractual use in accordance with the provisions in the Contractual Documents, the Plan Overview, and (in addition) this Clause 17.

17.2 The Customer may utilize the Maddox Lease Hardware to use individual software functionalities of the software described in Clause 2.3.1. on site on the Edge PC, to take images of produced components and to send this image data for further processing in the software described in Clause 2.3.1. to Maddox's Server. If the Customer does not lease all the hardware required for the operation of the quality control system from Maddox pursuant to the Contractual Documents and the Plan Overview, the Maddox Lease Hardware does not fulfill all the purposes listed in sentence 1. In this case, it is the Customer's responsibility to procure the hardware that is not leased but required and to combine the procured hardware with the Maddox Lease Hardware and the software specified in Clause 2.3.1. Any obligations of Maddox arising from product

evaluation, the software lease, a hardware sale, or a hardware lease-purchase (see Sections II., III., V. and VI.) remain unaffected.

17.3 The Maddox Lease Hardware only fulfills its functions if it has been put into operation by the Customer in accordance with the quick start guide and has been combined with the software specified in Clause 2.3.1. In particular, it is required that Edge PCs used are connected to the Internet in accordance with Clause 13.6.8 to 13.6.10. It is the sole responsibility of the Customer to ensure that the Maddox Lease Hardware is used in the Customer's quality control in accordance with the legal requirements (in particular with regard to the requirements of labor law) and that the respective use does not conflict with any agreements between the Customer and his employees (e.g. employment contract provisions) or third parties (e.g. owner of the production facilities, end customer of the components).

17.4 The productive use of the Maddox Lease Hardware requires that the Customer leases all the hardware necessary for the operation of the quality control system pursuant to the Contractual Documents and the Plan Overview from Maddox, or, if the Customer refrains from leasing it form Maddox, procures it elsewhere. The Maddox Lease Hardware and the quality control system cannot be used productively without the procurement of all hardware listed as requirement in the Contractual Documents and the Plan Overview.

17.5 Maddox's performance obligations with regard to the Maddox Lease Hardware are limited to the provision of the hardware agreed upon in the Contractual Documents and the Plan Overview in an operational state, including quick start guide, for use by the Customer under his own responsibility in his quality control. Maddox is neither responsible for the commissioning, use, or integration with third-party systems at the respective Customer location nor for ensuring that the Maddox Lease Hardware remains connected to the Internet, to each of its devices, and to utilized third-party systems there during the term of the contract, and thus remains ready for use. Any obligations of Maddox from the product evaluation (see Section II.) remain unaffected.

## 18. Ownership of Maddox Lease Hardware

18.1 Maddox Lease Hardware remains property of Maddox.

18.2 Maddox Lease Hardware is identified as Maddox property by logos, lettering, and a serial number. The devices can be clearly distinguished from each other via the serial number.

## 19. Customer Obligations regarding Maddox Lease Hardware; Indemnification

19.1 The Customer has informed himself about the essential functional features of the Maddox Lease Hardware and bears the risk as to whether it meets his wishes and requirements; in case of doubt, the Customer must seek advice from Maddox employees or expert third parties.

19.2 Setting up a functional hardware and software environment for the Maddox Lease Hardware is the sole responsibility of the Customer. Any obligations of Maddox arising from the software lease, a hardware sale, or a hardware lease-purchase (see Sections III., V., and VI.) remain unaffected.

19.3 The Customer shall thoroughly test the Maddox Lease Hardware for defects and for usability in the existing hardware and software configuration before putting it into productive operation. This also applies to hardware that the Customer receives under warranty.

19.4 The Customer shall observe the instructions provided by Maddox for the installation and operation of the Maddox Lease Hardware; the Customer shall inform himself at regular intervals via the information pages displayed within the software about current instructions (e.g. on operation, safety aspects) and take these into account during operation.

19.5 The Customer shall perform all acts of cooperation required for the execution of the contract without being requested to do so and at its own expense. Insofar as Maddox has further performance obligations in addition to the provision of the Maddox Lease Hardware within the scope of the hardware lease, the Customer shall cooperate to the necessary extent free of charge, e.g. by providing employees, workrooms, hardware and software, data, and telecommunications facilities. Any obligations of Maddox arising from product evaluation, the software lease, a hardware sale, or a hardware lease-purchase (see Sections II., III., V., and VI.) remain unaffected.

19.6 In particular, the Customer is obliged to

19.6.1. perform its obligations in Clause 13.6.1 to 13.6.3 accordingly with regard to the Maddox Lease Hardware;

19.6.2. use Maddox Lease Hardware exclusively for the contractually intended purpose of joint operation with the software specified in Clause 2.3.1;

19.6.3. not remove or cover any logos, lettering, or other markings indicating Maddox's ownership from the Maddox Lease Hardware;

19.6.4. take the necessary precautions to prevent the use of the Maddox Lease Hardware by unauthorized persons. In particular, the Customer shall secure buildings and rooms in which the Maddox Lease Hardware is used by the Customer by means of suitable protective measures (e.g. proper locking, access controls) so that no unauthorized third party can access the Maddox Lease Hardware. The Customer shall inform Maddox immediately if there is any suspicion that the Maddox Lease Hardware may have been stolen, manipulated, or damaged by unauthorized persons;

19.6.5. inform Maddox at an early stage in the event of relevant adjustments to the production process, the type or configuration of the Customer's products to be checked, the types of defects to be checked, or other circumstances that may negatively affect the functionality of the Maddox Lease Hardware, in order to evaluate whether these changes negatively affect the functionality of the hardware;

19.6.6. inform Maddox immediately if technical problems occur during the use of the Maddox Lease Hardware by the Customer in order to enable Maddox to react appropriately;

19.6.7. create and maintain the access, system, and functional requirements laid out in the Contractual Documents, or insofar as Clause 16.2 applies, in the Plan Overview;

19.6.8. if he wishes to integrate the Maddox Lease Hardware into third-party systems or connect it to such third-party systems in accordance with the contract, ensure that the third-party systems

- are functional and remain so during the term of the contract,
- are suitable and appropriately configured for the respective integration or connection, and

– do not negatively affect the functionality of the Maddox Lease Hardware;

19.6.9. to the extent possible and reasonable, create and maintain other access, system, and functional requirements necessary for productive use of the Maddox Lease Hardware on part of the Customer;

19.6.10. ensure that the users authorized to use the Maddox Lease Hardware on the Customer's side are sufficiently familiar with the operation of the Maddox Lease Hardware. In particular, the Customer shall train the users in the use of the Maddox Lease Hardware to the extent necessary;

19.6.11. ensure that (e.g. when transmitting input from its employees and image data of components to the contractual servers) all third-party rights to information transmitted by the Customer and all legal requirements are observed;

19.6.12. oblige authorized users to comply with the provisions of the contract concluded with Maddox for the use of Maddox Lease Hardware;

19.6.13. not make any changes to the Maddox Lease Hardware that renders the Maddox Lease Hardware inoperable.

Any obligations of Maddox arising from product evaluation, the software lease, a hardware sale, or a hardware lease-purchase (see Sections II., III., V., and VI.) remain unaffected.

19.7 The cooperation duties of the Customer according to Clause 19.4, 19.6.1 to 19.6.4, 19.6.8, 19.6.10, 19.6.11, and 19.6.12 constitute contractual duties rather than mere contractual requirements. Maddox may charge separately at the agreed rates, or, in the absence of an agreement, at their usual daily and hourly rates for any additional expenses incurred as a result of failure by the Customer to properly or timely perform his cooperation duties.

19.8 Clause 13.8 applies accordingly with regard to Maddox Lease Hardware.

19.9 The Customer shall indemnify Maddox on first demand against all third-party claims resulting from unlawful use of the Maddox Lease Hardware by the Customer, in particular against any claims by natural persons due to unlawful use of the Maddox Lease Hardware for the collection and processing of personal data. In the cases of sentence 1, the Customer shall also reimburse Maddox for the costs of appropriate legal action.

## 20. Quick Start Guide; Online User Guides

20.1 Maddox shall provide the Customer with a quick start guide, in which the commissioning of the respective Maddox Lease Hardware is explained, at the latest at the time the Maddox Lease Hardware is handed over.

20.2 Within the software referred to in Clause 2.3.1. Maddox shall also provide a user guide regarding the Maddox Lease Hardware to the Customer.

20.3 The Customer is entitled to download, save, print out, and reproduce a reasonable number of user guide documents referred to in Clause 20.2 for the purposes of this contract, while retaining any existing property right notices. In all other respects, the provisions under Clause 12. for the software shall apply accordingly to user guide documents.

## 21. Defects and Liability; Third-Party Rights; other Breaches of Contract

21.1 The Customer must notify Maddox immediately of any defects in the Maddox Lease Hardware.

21.2 The parties shall notify each other immediately in writing if claims are asserted against them in connection with the Maddox Lease Hardware.

21.3 Maddox is obliged to restore the contractually agreed usability within a reasonable period of time. Defects are regularly remedied by means of rectification, i.e. support in circumventing defects or repairing the Maddox Lease Hardware.

21.4 As a first step, Maddox regularly attempts to provide rectification by means of telephone troubleshooting or remote maintenance. If rectification by telephone or remote maintenance is not possible, is futile, or has failed, Maddox may demand that the Customer sends the Maddox Lease Hardware to Maddox for the purpose of rectification at Maddox's expense, insofar as this is reasonable for the Customer in the circumstances of the individual case.

21.5 If the rectification fails or would be uneconomical for Maddox, Maddox may demand the Customer's consent to the provision of a new lease hardware device of the same type, quality, configuration, and individual settings. In this case, Maddox is obliged to support the Customer to a reasonable extent in the commissioning of the new lease hardware device.

21.6 Maddox shall only be liable for defects in Maddox Lease Hardware that already existed when the contract was concluded if Maddox is responsible for these defects.

21.7 Termination of the contract pursuant to § 543 (2) No. 1 BGB for failure to grant use in accordance with the contract is only permissible if Maddox has been given sufficient time to rectify the defect and Maddox has nevertheless failed to do so. Failure to rectify the defect shall only be assumed if it is impossible, if Maddox seriously and definitively refuses to do so or delays it in an unreasonable manner, or if it is unreasonable for the Customer for other reasons.

21.8 The Customer may not reduce the current lease payment in the event of defects in the Maddox Lease Hardware. Any existing right of the Customer to reclaim lease paid under reservation remains unaffected.

21.9 Termination due to a merely insignificant impediment to contractual use is excluded.

21.10 Maddox shall not be liable for any infringement of third-party rights by the Customer if and insofar as this infringement results from the Customer exceeding the contractual use. In this case, the Customer shall indemnify Maddox against all third-party claims upon first request. In the cases of sentence 2, the Customer shall also reimburse Maddox for the costs of reasonable legal action.

21.11 Otherwise, the Customer may only claim damages in accordance with Clause 41.

## 22. Post-Termination Rights and Obligations

22.1 If and insofar as the contract regarding the Maddox Lease Hardware has ended (e.g. by (partial) termination), the Customer must return the Maddox Lease Hardware to Maddox without delay.

22.2 The Customer shall return the Maddox Lease Hardware in the cases of Clause 22.1. by sending or handing over the Maddox Lease Hardware to Maddox at his own expense. The Customer is obliged to pack all Maddox Lease Hardware to be returned

appropriately for transportation. The Customer is responsible for all damage that occurs during the return transportation.

# V. Hardware Sales

## 23. Timeline of Hardware Sales

The performance and processing of hardware sales in accordance with this Section V. shall not commence before the start of the contract as defined in the Contractual Documents or the Plan Overview. If no start of the contract is defined in the Contractual Documents or Plan Overview, Maddox shall begin with the performance and processing of the hardware sale after conclusion of the contract.

## 24. Delivery of Maddox Purchase Hardware

24.1 Maddox shall ship the Maddox Purchase Hardware, including a brief operating manual, at the Customer's expense (cf. Clause 39.4) to the delivery address specified by the Customer when placing the order, unless the Customer has already received the Maddox Purchase Hardware during product evaluation (Section II.).

24.2 The Maddox Purchase Hardware is delivered ex works to the place of delivery specified in the Contractual Documents.

24.3 Partial deliveries and services by Maddox are permissible, taking into account the interests of the Customer, unless the partial deliveries and/or services are unreasonable for the Customer. Unreasonableness exists in particular if the Customer incurs considerable additional expense or additional costs as a result of the partial delivery, the partial delivery cannot be used by the Customer within the scope of the contractual purpose, or the delivery of the remaining ordered goods is not ensured.

24.4 The expected delivery period shall be agreed upon individually or specified by Maddox upon conclusion of the contract. If shipment has been agreed upon, delivery periods and delivery dates refer to the time of handover to the shipping company, carrier, or other third party commissioned with transportation.

24.5 If the Customer is in default of acceptance, fails to cooperate, or if delivery by Maddox is delayed for other reasons for which the Customer is responsible, Maddox shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).

24.6 If no special agreements are made in the Contractual Documents regarding access, system, and functional requirements on part of the Customer, the Customer must fulfill the general access, system and function requirements described in the Plan Overview for the use of the Maddox Purchase Hardware in order to be able to use it productively for quality control.

24.7 Maddox hardware is provided by Maddox in a operational condition for the Customer's own use in quality control. Commissioning of the Maddox hardware is carried out independently by the Customer (e.g. installation and setup of the Edge PCs, connection of the cameras).

## 25. Performance Obligations regarding Maddox Purchase Hardware

25.1 If the contract includes Maddox Purchase Hardware, Maddox shall transfer this hardware to the Customer in exchange for payment of the agreed purchase price in

accordance with the provisions in the Contractual Documents, the Plan Overview, and (in addition) this Clause 25.

25.2 The Customer may utilize the Maddox Purchase Hardware to use individual software functionalities of the software described in Clause 2.3.1. on site on the Edge PC, to take images of produced components, and to send this image data for further processing in the software described in Section 2.3.1. to Maddox's Server. If the Customer does not purchase all the hardware from Maddox required for the operation of the quality control system pursuant to the Contractual Documents and the Plan Overview, the Maddox Purchase Hardware does not fulfill all the purposes listed in sentence 1. In this case, it is the Customer's responsibility to procure the hardware that is not purchased but required and to combine the procured hardware with the Maddox Purchase Hardware and the software specified in Clause 2.3.1. Any obligations of Maddox arising from product evaluation, software lease, hardware lease, or hardware lease-purchase (see Sections II., III., IV., and V.) remain unaffected.

25.3 The Maddox Purchase Hardware only fulfills its functions if it has been put into operation by the Customer in accordance with the brief operating manual and has been combined with the software described in Clause 2.3.1. In particular, it is required that Edge PCs used are connected to the Internet in accordance with Clause 13.6.8 to 13.6.10. It is the sole responsibility of the Customer to ensure that the Maddox Purchase Hardware is used in the Customer's quality control in accordance with the legal requirements (in particular with regard to the requirements of labor law) and that the respective use does not conflict with any agreements of the Customer with employees (e.g. employment contract provisions) or third parties (e.g. owner of the production facilities, end customer of the components).

25.4 The productive use of the Maddox Purchase Hardware requires that the Customer purchases all the hardware necessary for the operation of the quality control system pursuant to the Contractual Documents and the Plan Overview from Maddox, or, if the Customer refrains from purchasing it from Maddox, procures it elsewhere. The Maddox Purchase Hardware and the quality control system cannot be used productively without the procurement of all hardware listed as required in the Contractual Documents and the Plan Overview.

25.5 Maddox's performance obligations with regard to the Maddox Purchase Hardware are limited to (a) the provision of the Maddox Purchase Hardware agreed upon in the Contractual Documents and the Plan Overview, including brief operation manual, in an operational state for use by the Customer under his own responsibility in his quality control and (b) the transfer of ownership of this Maddox Purchase Hardware to the Customer. Maddox is neither responsible for the commissioning, use, or integration with third-party systems at the respective Customer location nor for ensuring that the Maddox hardware remains connected to the Internet, to each of its devices, and to utilized third-party systems there, and thus remains ready for use. Any obligations of Maddox from product evaluation (see Section II.) remain unaffected.

25.6 Maddox does not owe any maintenance of use for the Maddox Purchase Hardware that goes beyond the statutory warranty for defects under sales law.

## 26. Passage of Risk

26.1 If the Maddox Purchase Hardware is shipped at the Customer's request, this shall be at the Customer's risk. The risk shall pass to the Customer at the latest when the delivery item is handed over to the shipping company, carrier, or other third party designated to carry out the shipment. If transportation is delayed for reasons within the Customer's sphere of responsibility, the risk shall pass to the Customer as soon as the delivery is

ready for dispatch and Maddox has notified the Customer of this. This also applies if partial deliveries are made or if Maddox has assumed other services (e.g. shipping).

26.2 The shipment shall only be insured by Maddox against theft, breakage, transport, fire and water damage, or other insurable risks at the express request and expense of the Customer.

### 27. Defects and Liability; Reimbursement

27.1 In the event of material defects and defects of title of the Maddox Purchase Hardware (including incorrect and short delivery), the statutory provisions shall apply, unless otherwise specified below. In all cases, the special statutory provisions for final delivery of the goods to a consumer and any guarantees given by us or third-party manufacturers shall remain unaffected.

27.2 In the case of goods with digital elements, we shall only be obliged to provide and, if necessary, update the digital products if this has been expressly agreed upon.

27.3 In the event of claims for expenses and reimbursement within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 (5), 327u BGB), the statutory provisions shall apply.

27.4 Claims by the Customer for reimbursement of expenses pursuant to §§ 445a (1) BGB are excluded unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 (5), 327u BGB).

27.5 Claims of the Customer for damages or reimbursement of futile expenses (§ 284 BGB) also exist in the case of defects in the Maddox Lease Hardware only in accordance with the following Clause 41.

### 28. Limitation Period

28.1 The limitation period for claims due to material defects and/or defects of title of the Maddox Purchase Hardware is one year from delivery.

28.2 The statutory limitation period shall apply to claims under the Product Liability Act (Produkthaftungsgesetz), in cases of intent or fraudulent intent, gross negligence, in cases of supplier recourse pursuant to §§ 478, 445a, 445b BGB or §§ 445c, 327 (5), 327u BGB, the special provisions of §§ 438 (1) and (2) BGB, §§ 444, 445b BGB, or in cases of injury to life, body or health.

28.3 The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the Maddox Purchase Hardware, unless the application of the regular statutory limitation period would lead to a shorter limitation period in the individual case. The limitation periods of the Product Liability Act (Produkthaftungsgesetz) remain unaffected in any case.

28.4 In all other respects, claims for damages and claims for reimbursement of expenses by the Customer pursuant to Clause 41 shall be governed exclusively by the statutory limitation periods.

## VI. Hardware Lease-Purchase

### 29. Obligations regarding Maddox Lease-Purchase Hardware

29.1 If the contract includes Maddox Lease-Purchase Hardware, Maddox shall initially provide this hardware to the Customer against payment and for a limited period for use

in accordance with the contract. At the same time, by providing the Maddox Lease-Purchase Hardware to the Customer, Maddox also transfers conditional ownership of this hardware to the Customer in accordance with Clause 30. For Maddox Lease-Purchase Hardware that Maddox provides to the Customer before the end of an agreed-upon product evaluation (Section II.), Maddox transfers to the Customer, in deviation from sentence 2, conditional ownership in accordance with Clause 30 only upon Acceptance by the Customer pursuant to Clause 6.1.

29.2 With regard to the Maddox Lease-Purchase Hardware, the contract follows the specific provisions of the hardware lease in Section IV. and the general terms in Section VII. unless otherwise specified in this Section VI. This means in particular that for the period up to the occurrence of the condition precedent in accordance with Clause 30 the same applies to the Maddox Lease-Purchase Hardware as to Maddox Lease Hardware.

### 30. Conditional Transfer of Ownership regarding Maddox Lease-Purchase Hardware

30.1 The condition precedent within the meaning of Clause 29.1 occurs as soon as the term agreed in the Contractual Documents or the Plan Overview for the Maddox Lease-Purchase Hardware has expired and the Customer has paid the portion of the rent attributable to the Maddox Lease-Purchase Hardware in full.

30.2 If the contract regarding the hardware lease-purchase ends before the expiry of the term agreed for the Maddox Lease-Purchase Hardware, the Customer is free to trigger the condition precedent by paying the part of the lease attributable to the Maddox Lease-Purchase Hardware to Maddox within three months of the premature end of the contract (including for the months remaining until the regular end of the contract).

30.3 The condition precedent can only be triggered up to three months after the agreed or premature end of the term agreed for the Maddox Lease-Purchase Hardware.

30.4 If the condition is triggered, the Maddox Lease-Purchase Hardware shall become the property of the Customer in its respective condition at the time the condition is triggered. In this case, the hardware remains the property of the Customer in deviation from Clause 22 and does not need to be returned to Maddox.

30.5 If the condition can no longer be met because the point in time in Clause 30.3 has elapsed without the requirements of the condition having been met, the Customer must return the Maddox Lease-Purchase Hardware in accordance with Clause 22 to Maddox.

## VII. General Terms

### 31. Service Level Agreement for Leased Products; Scope

31.1 Maddox undertakes to provide the Customer with support and update services for software and hardware leased to the Customer under these GTC (hereinafter referred to as "**Support and Update Services**") outside the statutory liability for defects. The nature and scope of these obligations shall be governed by the provisions under this Clause 31 and Clauses 32 up to and including 36. During product evaluation according to Section II., these obligations to provide support and update services do not apply.

31.2 The Support and Update Services always include the following services:

31.2.1. Handling of errors that occur during the proper use of the leased software or hardware (Clause 32; hereinafter referred to as "**Error Handling**");

31.2.2. Provision of updates to the software (Clause 33);

31.2.3. Consulting and support services in connection with malfunctions of the leased software or hardware (Clause 34; hereinafter referred to as "**Support**").

31.3 The Support and Update Services also include the handling of errors or other defects that become known in the software independently of its use by the Customer.

31.4 Existing claims for defects on the part of the Customer are not part of the Support and Update Services and remain unaffected.

31.5 The Support and Update Services do not include

31.5.1. Services for leased software and hardware that is not used under the operating conditions specified by Maddox;

31.5.2. the adaptation of the leased software and hardware to a changed hardware or software environment, including adaptation to changed operating systems;

31.5.3. the adaptation of interfaces and APIs;

31.5.4. the handling of errors caused by the Customer or third parties, including malfunctions caused by third-party software;

31.5.5. Services for leased software that has been modified by programming work not carried out by Maddox or its vicarious agents;

31.5.6. Services for leased hardware that has been modified by adaptation work not carried out by Maddox or its vicarious agents;

31.5.7. Services for computer programs, hardware, or parts thereof that are not part of the leased software and hardware;

31.5.8. Services for computer programs, hardware or parts thereof for which there is no lease between Maddox and the Customer (in particular Maddox Lease-Purchase Hardware after triggering the condition under Clause 30 and Maddox Purchase Hardware);

31.5.9. Services for the software for which updates or other bug fixes provided by Maddox have not been installed, insofar as the reported error has already been remedied therein, unless the installation is unreasonable for the Customer;

31.5.10. Services that can be provided at Maddox's registered office but are provided at another location at the Customer's request;

31.5.11. the instruction and training of software users;

31.5.12. the instruction and training of users of leased hardware, and

31.5.13. Services that become necessary because the Customer fails to fulfill his obligations and duties in accordance with Clause 13, Clause 19, or Clause 35.

## 32. Error Handling under the Service Level Agreement

32.1 An error exists if the leased software or hardware does not have the agreed-upon functionality in the contractually intended system environment when used as contractually intended and this has more than an insignificant effect.

32.2 Error Handling includes isolating the cause of the error, error diagnosis, and services aimed at rectifying the error (in particular security patches and bug fixes for the software,

repair of the leased hardware). Error Handling is carried out with the care customary in the industry.

32.3 Error Handling services may, at Maddox's discretion, also be provided by means of a bypass or update delivery and, after consultation with the Customer, also by delivery of an upgrade, a new version, or - in the case of faulty hardware - replacement hardware of the same type, quality, configuration, and individual settings. However, in the absence of an express agreement to the contrary, the Customer shall not be entitled to the delivery of an upgrade, a new version, or replacement hardware. Clause 21.5 shall remain unaffected.

32.4 In addition to the hardware currently leased to the Customer, Error Handling only includes the latest version of our software available to the Customer.

32.5 In the case of software, Error Handling is carried out at Maddox's discretion on site at the Customer's premises, at the installation location of the software, or by remote access via the Internet. In the case of leased hardware, troubleshooting is carried out at Maddox's discretion on site at the Customer's premises, by e-mail, telephone, chat, remote maintenance via the Internet, or, after the leased hardware has been returned by the Customer, at Maddox's premises.

32.6 Errors in the leased software or hardware must be reported by the Customer to Support (Clause 34).

32.7 After receipt of a sufficiently specified error description, which includes error behavior, affected components of the leased software or hardware, and steps already taken, Maddox shall assess the severity of the error at its reasonable discretion and begin Error Handling within a period of time appropriate to the severity of the error. Maddox will inform the Customer of the expected time required for Error Handling.

32.8 In the event of minor errors in the leased software that do not impair its operation, the handling of the error can be postponed by providing software at the next suitable time at which Maddox will make it available pursuant to internal planning or agreements with the Customer. If this date is more than three months in the future, Maddox shall inform the Customer accordingly.

## 33. Updates, Upgrades, and new Hardware Versions under the Service Level Agreement

33.1 Maddox endeavors to continuously develop leased software and hardware in order to adapt them to technical developments. The further development of the leased software and hardware can lead to an extension and/or modification of these contractual objects with the result that minor new functionalities are available, existing functionalities are optimized in the process, and/or the user guidance or the data management is adapted to the state of the art. There is no entitlement to a specific further development.

33.2 Updates are made available to the Customer within the software on the Server and without further payment obligations.

33.3 Upgrades to the software that provide fundamentally new functionalities and fundamentally (in particular technically) modified new editions of the leased hardware are not included in the free improvements and developments. If an upgrade of the software or a new edition of the leased hardware is available, Maddox will submit an offer to the Customer for its use.

## 34. Customer Support under the Service Level Agreement

34.1 Maddox shall support the Customer to a reasonable extent in the event of errors in the leased software and hardware by ticket system, e-mail, chat, and via the online user guides in the software, unless a specific scope of support is expressly stipulated in the Contractual Documents or (in addition) in the Plan Overview.

34.2 Unless otherwise agreed, support shall be provided to the Customer during Maddox's operating hours Monday-Friday, excluding public holidays in Baden-Württemberg, Germany, from 09:00 to 17:00 Central European Time.

## 35. Cooperation under the Service Level Agreement

35.1 Maddox and the Customer agree to work closely and efficiently together. The Customer's personnel, organizational, professional and technical responsibility is also essential for this, in particular

35.1.1. to provide proper documents, documentation, and information required for the provision of services, in particular regarding existing facilities, devices, systems, hardware, computer programs, and computer program parts that are to interact with the leased software or hardware,

35.1.2. to document any errors detected in the leased software or hardware in a reproducible or at least comprehensible form, and to notify Maddox immediately,

35.1.3. to provide facilities, equipment, and personnel suitable for cooperation, insofar as necessary for the provision of services, at its own expense,

35.1.4. to guarantee a sufficient Internet connection for the leased software and hardware for the provision of Support and Update Services via remote access and remote maintenance, insofar as this is necessary for the provision of the contractually agreed Support and Update Services.

35.1.5. for the provision of Support and Update Services on the Customer's premises, to ensure that Maddox has access to the Customer's business premises and its technical facilities during normal business hours and to the extent necessary for the provision of the contractually agreed Support and Update Services.

35.1.6. to fulfill the (cooperation) obligations in due time, to perform the (cooperation) actions in due time, and to submit declarations in due time.

35.2 The person appointed pursuant to Clause 13.6.4 is also responsible for the execution of the Service Level Agreement. Only this contact person is authorized to submit error reports.

35.3 The Customer must carry out an analysis of the software and hardware environment as far as possible before reporting an error in order to ensure that the error is not attributable to components that are not covered by this Service Level Agreement.

35.4 The Customer shall immediately install or carry out updates or other troubleshooting measures provided by Maddox.

35.5 The Customer shall thoroughly test new versions of the leased software and hardware provided as part of Error Handling to ensure that they are free of defects and usable in the existing hardware and software configuration before using them. This also applies to leased software and hardware received under warranty.

35.6 The Customer shall ensure ongoing system management of the system environment in which the software runs. The Customer shall continuously maintain its system environment (hardware and software) as well as the software and hardware coming into contact with the leased software and hardware.

35.7 If the Customer is in default with the fulfillment of the actions for which he is responsible, Maddox's performance obligations which cannot be provided without this action or can only be provided with disproportionate additional effort without this action shall be suspended for the duration of the default. Maddox shall be reimbursed by the Customer for any additional expenditure caused by this on the basis of the applicable daily rates/hourly rates. Further statutory rights of Maddox remain unaffected.

## 36. Rights of Use under the Service Level Agreement

Insofar as Maddox provides the Customer with computer programs or other independently copyrightable works on the basis of these Support and Update Services, Maddox grants the Customer rights of use to the extent that these are granted to the Customer regarding the leased software pursuant to Clause 12.

## 37. Customer Data Backup

37.1 The Customer shall take appropriate precautions in the event that the SaaS Subject Matter, Maddox Lease Hardware, Maddox Purchase Hardware, or Maddox Lease-Purchase Hardware do not work properly in whole or in part (e.g. by daily data backups on the Customer's end devices, error diagnosis, regular checks of data processing results).

37.2 Unless the Customer expressly points this out in advance, Maddox may assume that, in particular, all Customer data outside the provided hardware and software with which Maddox or third parties commissioned by Maddox may come into contact (e.g. in the context of rectifying defects and errors) is backed up.

37.3 Maddox shall not be liable for the loss of data to the extent that the damage is due to the Customer's failure to comply with his obligation under Clause 37.1 to carry out data backups and thereby ensure that lost data can be restored with reasonable effort. Otherwise, Clause 41 shall apply.

37.4 The Customer is responsible for compliance with statutory retention obligations, unless Maddox has – as an exception - contractually assumed certain retention obligations for the Customer. In particular, Application Data and Uploaded Data are in accordance with Clause 15.1 only available to Maddox for a limited time after the end of the contract. In order to comply with the statutory retention obligations, the Customer must therefore export any Application Data and Uploaded Data that he has to retain at appropriate intervals and back them up for the legally required periods.

## 38. Training Sessions; Other Services

38.1 Further services by Maddox must be agreed upon separately and expressly, unless they are explicitly agreed upon in the Contractual Documents or Plan Overview. This applies in particular to

38.1.1. Software and hardware training sessions,

38.1.2. Support in improving image annotation or other software usage outside product evaluation (Section II.),

38.1.3. Support with commissioning the software and hardware outside product evaluation (Section II.), and

38.1.4. Support with the integration of software and hardware in third-party systems outside product evaluation (Section II.).

38.2 If remuneration is not expressly agreed upon in the individual order, such additional services shall be provided in exchange for reimbursement of the proven expenditure at the prices generally applicable at Maddox at the time of the order.

## 39. Remuneration and Payment

39.1 The remuneration to be paid by the Customer for the services owed by Maddox under the contract is set out in the Contractual Documents and (additionally) in the Plan Overview.

39.2 If no remuneration has been agreed upon with the Customer, the price lists valid at Maddox at the time of execution of the contract and the man-day/hourly rates valid at Maddox shall apply to services that are typically invoiced on a time and material basis (e.g. individual programming activities, separate training courses, additional consulting and support services).

39.3 The statutory VAT is not included in the price and will be shown separately on the invoice at the statutory rate applicable on the date of invoicing.

39.4 The prices for deliveries do not include packaging and shipping costs for physical shipment. In case of provision of services for retrieval via the Internet, Maddox shall bear the costs of making the services available on the Internet for the Customer, and the Customer shall bear the costs of retrieval.

39.5 The obligation to pay the remuneration begins for software lease (Section III.), hardware lease (Section IV.), and lease-purchase (Section VI.) with commencement of the term in accordance with Clause 40.2.

39.6 The obligation to pay the purchase price for Maddox Purchase Hardware (Section V.) arises at the time specified in Clause 23.

39.7 The remuneration for software lease (Section III.), hardware lease (Section IV.), and lease-purchase (Section VI.) specified in the Contractual Documents or, if the Contractual Documents do not contain a provision, the remuneration specified in the Plan Overview, must be paid annually in advance without deduction.

39.8 Unless otherwise specified in the Contractual Documents or (in addition) in the Plan Overview, the agreed-upon remuneration is due for payment without deduction within 30 days of the invoice date. The date of receipt by Maddox shall determine the date of payment.

39.9 Maddox is entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, Maddox becomes aware of circumstances which are likely to significantly reduce the Customer's creditworthiness and which jeopardize the payment of Maddox's outstanding claims against the Customer arising from the present contractual relationship.

## 40. Term and Termination for Software Lease, Hardware Lease, Lease-Purchase and Product Evaluation

40.1 Insofar as an upstream product evaluation (Section II.) is agreed upon, its term begins with the conclusion of the contract or, if available, the start date of the contract specified in the Contractual Documents.

40.1.1. The product evaluation ends as soon as the Customer declares Acceptance in accordance with Clause 6.1 or the effects of Acceptance

pursuant to Clause 6.4 occur. If the Customer declares Acceptance, the paid contractual phase pursuant to Clause 40.2 begins at this point in time. If the effects of Acceptance pursuant to Clause 6.4 occur due to the expiry of the deadline, the paid contractual term pursuant to Clause 40.2 begins upon expiry of the deadline.

40.1.2. Insofar as the Customer does not declare Acceptance within eight weeks of the start of the product evaluation (Clause 40.1), Maddox shall be entitled to terminate the contractual relationship without notice. In this case, the contract ends without the paid contractual phase beginning.

40.1.3. Insofar as the Customer more than merely insignificantly violates his obligations to cooperate under Clause 5 or refuses Acceptance even though the agreed-upon KPI have been achieved, Maddox shall be entitled to terminate the contractual relationship during product evaluation without notice. In this case, the contract shall end without the paid contractual phase beginning.

40.2 The term of the software lease (Section III.), the hardware lease (Section IV.), and the lease-purchase (Section VI.) begins,

40.2.1. if an upstream product evaluation has been agreed upon, with the Customer's declaration of Acceptance in accordance with Clause 6.1 or, in the case of Clause 6.4, upon expiry of the deadline,

40.2.2. otherwise upon conclusion of the contract, unless a later commencement of the contract is specified in the Contractual Documents.

40.3 The term of the software lease (Section III.) is 36 months. After expiry of the current contract term, the term of the software lease shall be tacitly extended by a further 12 months, unless the software lease is terminated by one of the parties with a notice period of three months to the end of the respective term.

40.4 The term of the hardware lease (Section IV.) is 36 months. After expiry of the current contract term, the term of the hardware lease shall be tacitly extended by a further 12 months, unless the hardware lease is terminated by one of the parties with a notice period of three months to the end of the respective term.

40.5 The term of the lease-purchase (Section VI.) is specified in the Contractual Documents or the Plan Overview. The lease-purchase ends at the end of the term specified there.

40.6 The contract can also be terminated by either party without notice for good cause with immediate effect with regard to the software lease (Section III.), the hardware lease (Section IV.), lease-purchase (Section VI.), and product evaluation (Section II.). Good cause entitling Maddox to terminate the contract exists in particular if the Customer violates Maddox's rights of use by using the software beyond the extent permitted under the contract and does not remedy the violation within a reasonable period of time even after a warning from Maddox.

40.7 The termination must be in writing. In deviation from sentence 1, termination by email is also sufficient on the part of the Customer, provided that the Customer's email is sent to billing@maddox.ai from the contact email address registered with Maddox.

40.8 Cancellation and termination of the contract with regard to the software lease (Section III.), the hardware lease (Section IV.), lease-purchase (Section VI.), and product evaluation (Section II.) shall leave concluded hardware sale contracts (Section V.) unaffected.

## 41. Maddox General Liability; Parties' Special Liability during Product Evaluation

41.1 Maddox shall be liable - irrespective of the legal grounds - for damages or compensation for futile expenses in accordance with the following provisions under Clauses 41.1.1. and 41.1.2.:

41.1.1. In the event of intent or gross negligence, Maddox shall be liable without limitation. In the event of simple negligence, Maddox shall only be liable for damages arising from the breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper performance under the contract and on whose compliance the Customer regularly relies and may rely); in this case, however, Maddox's liability shall be limited to compensation for foreseeable damages typical of the contract.

41.1.2. The limitations of liability arising from Clause 41.1.1 shall not apply if Maddox has fraudulently concealed a defect or has assumed a guarantee for the quality of the item or has warranted a property of the item, for damages resulting from injury to life, body, or health, as well as in the case of liability under the Product Liability Act (Produkthaftungsgesetz).

41.2 Notwithstanding Clause 41.1 Maddox shall be liable - for whatever legal reason - in the event of a breach of obligations arising from the product evaluation (Section II.) only in accordance with §§ 599, 600 BGB.

41.3 The Customer is liable during the product evaluation (Section II.) in the event of loss, deterioration, or damage to the hardware provided to him by Maddox, including for coincidence.

41.4 Insofar as Maddox's liability is excluded or limited, this shall also apply to the personal liability of Maddox's legal representatives and vicarious agents.

## 42. Secrecy and Confidentiality

42.1 The parties agree to treat all knowledge of business secrets and other confidential information and matters of the other party and its affiliated companies obtained in the course of the initiation and execution of the contract as confidential for an unlimited period of time and to use it only for the purposes of this contract.

42.2 In particular, the parties are obliged (1) not to make the business secrets and other information and matters to be treated confidentially accessible to any third party - directly or indirectly, in writing, verbally, or in any other way, (2) to use the confidential information exclusively within the scope of the purposes of this contract, and (3) to take all necessary measures to prevent third parties from gaining knowledge of and exploiting the confidential information ("**Obligation of Confidentiality, Non-use, and Security**"). Maddox's trade secrets include in particular the source code of the SaaS Subject Matter and the AI model behind the AI quality control system.

42.3 The above Obligation of Confidentiality, Non-use, and Security applies to the party with regard to all business secrets of the respective other party and its affiliated companies, regardless of the form (oral, written, electronic, etc.) in which the party is entrusted to those business secrets by the other party on the basis of or in connection with this contract, becomes known to those secrets, or otherwise comes to their knowledge.

42.4 The above Obligation of Confidentiality, Non-use, and Security also applies to the party with regard to all other information and matters to be treated confidentially in the

interests of the other party and its affiliated companies, which are entrusted to it by the other party in any form (verbally, in writing, electronically, etc.) on the basis of or in connection with this contract, become known to it, or come to its knowledge in any other way, and which are either marked as "confidential" or are of a recognizably confidential nature, in particular (but not limited to):

42.4.1. Source code and documentation of software,

42.4.2. Milestones and details of project planning for internal software development,

42.4.3. New business ideas, marketing plans, and business planning,

42.4.4. Cost, customer, and supplier lists,

42.4.5. Unpublished balance sheets, budgets, know-how,

42.4.6. Personal data of customers (e.g. name, address, payment data).

42.5 The mutual Obligation of Confidentiality, Non-use, and Security shall remain in force even after performance of this agreement. If and to the extent that one party is unreasonably and significantly impaired by the Obligation to Confidentiality, Non-use, and Security, also taking into account the interests of the other party, it may demand indemnification from the other party in this respect. Requests for indemnification must be addressed to the other party in text form, stating the reasons and scope of the indemnification.

42.6 The reciprocal obligations pursuant to Clauses 42.1 to 42.4 shall not apply to a party ("**Party A**") with respect to such confidential information and matters of the respective other party ("**Party B**") that demonstrably,

42.6.1. were disclosed by Party B and thereby become generally known or generally accessible, or

42.6.2. were already in the lawful possession of Party A prior to disclosure by Party B to Party A, or

42.6.3. have been lawfully disclosed to Party A by a third party without a duty of secrecy, or

42.6.4. were exempted by Party B from the requirement of confidentiality at least in text form (e.g. by e-mail) to Party A, or

42.6.5. are to be disclosed by Party A due to a court or official order, whereby Party A must notify Party B of the order immediately at least in text form (e.g. by e-mail) and give Party B the opportunity to first exhaust all legal remedies available against the disclosure at the expense and according to the instructions of Party B.

42.7 The provisions of §§ 3, 4, 5 GeschGehG are not affected by this; in particular, the exceptions of § 5 GeschGehG apply.

42.8 The parties undertake to obligate their employees and other persons involved in this contract and its implementation to maintain confidentiality in an appropriate manner.

42.9 Each party shall inform the other party in detail without delay if its business secrets or other confidential information have been lost or become known to unauthorized persons or if such a suspicion exists. The same shall apply if one party is of the opinion that Clause 42.6 applies to confidential information of the other party and it is therefore not subject to the Obligation of Confidentiality, Non-use, and Security, or only to a limited extent.

42.10 In the event of contradictions between a comprehensive and independent confidentiality agreement ("**NDA**") concluded by the parties and the provisions of this Clause 42, the provisions of the NDA shall take precedence. The same shall apply if the parties conclude such an NDA after signing this contract.

42.11 Maddox is authorized to use non-personal Application Data and Uploaded Data of the Customer for product improvement (e.g. transfer learning, training of global AI models). Especially the captured raw image data will not be shared with third parties.

## 43. Data Protection; Compliance

43.1 The Customer shall comply with all relevant statutory provisions (in particular occupational health and safety, environmental protection, IT security) in his area of responsibility with the diligence of a prudent businessman.

43.2 The Customer shall also comply with the statutory provisions on data protection with the diligence of a prudent businessman.

43.3 The processing of personal data by Maddox within the SaaS Subject Matter, the Maddox Lease Hardware and, - until the condition under Clause 30 is triggered - the Maddox Lease-Purchase Hardware is carried out on behalf of and in accordance with the instructions of the Customer. This applies in particular to data processing by Maddox in connection with

43.3.1. the ongoing provision and maintenance of the software and hardware functionalities in accordance with the Contractual Documents and Plan Overview for the Customer (e.g. user access data, metadata of the connections to the server),

43.3.2. Application data, Uploaded Data, and other input and usage data that the Customer enters and feeds into the software and hardware, as well as results that the software displays and outputs (e.g. Customer annotations, image data of the inspected components, quality control results),

43.3.3. Support requests from the Customer and

43.3.4. the evaluation of the Customer's annotation and test data for the purpose of improving the annotations and recognition accuracy, insofar as the Customer requests our support for this.

The parties shall conclude a data processing agreement in accordance with Art. 28 GDPR. Maddox provides a contract template for this purpose, which can be adapted to the specific contractual situation and the needs of the Customer.

43.4 The data processing within Maddox Purchase Hardware and - after the triggering of the condition according to Clause 30 - of Maddox Lease-Purchase Hardware is carried out by the Customer on its own responsibility. In this respect, there is no subprocessing by Maddox.

43.5 Insofar as the Customer uses SaaS Subject Matter, Maddox Lease Hardware, or - until triggering the condition according to Clause 30 - Maddox Lease-Purchase Hardware (e.g. user IDs or input and usage data of the Customer's employees), the Customer shall ensure that the statutory provisions on data protection are complied with. In particular, the Customer is obliged to ensure that the data processing is lawful (Art. 6 GDPR, e.g. by obtaining the necessary consent), that data subjects are informed transparently about the data processing (Art. 13 f. GDPR, e.g. through data protection information), and that any necessary data protection impact assessments (Art. 35 GDPR) are carried out.

43.6 The quality control system is not designed to evaluate the performance of the Customer’s employees or other natural persons and must not be used for this purpose. The system deliberately does not generate quality indicators that would be suitable for evaluating the (annotation) performance of the Customer's annotating employees.

43.7 The use of personal data of the Customer's employees which accumulate within the SaaS Subject Matter, the Maddox Lease Hardware, and - until triggering the condition under Clause 30 - of the Maddox Lease-Purchase Hardware for the purpose of performance evaluation is prohibited.

## 44. Export and Import Control

44.1 Maddox and the Customer are aware that the services under the contract may be subject to export and import restrictions. In particular, authorization requirements may exist or the use of the software, Maddox hardware, or associated technologies may be subject to restrictions abroad.

44.2 The Customer shall comply with the applicable export and import control regulations, in particular those of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other relevant regulations.

44.3 Performance of the contract by Maddox is subject to the provision that there are no obstacles to performance due to national and international regulations of export and import law and other statutory provisions.

## 45. Choice of Law and Jurisdiction

45.1 The law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.

45.2 The courts of the Federal Republic of Germany shall have exclusive international jurisdiction for all disputes arising from this contract. Among the courts of the Federal Republic of Germany, the court with local jurisdiction for the registered office of Maddox in Tübingen shall have exclusive jurisdiction for all disputes arising from this contract.

45.3 The courts of the Federal Republic of Germany shall have exclusive international jurisdiction for all disputes in connection with this contract that are not already covered by section 45.2. Among the courts of the Federal Republic of Germany, the court with local jurisdiction for the registered office of Maddox in Tübingen shall have exclusive jurisdiction for all disputes in connection with this contract which are not already covered by clause 45.2.

## 46. Miscellaneous; Subcontractors; References

46.1 Maddox is entitled to use third parties (e.g. integration partners, other software providers) as subcontractors.

46.2 Annexes referred to in these GTC are an integral part of the contract.

46.3 Maddox may name the Customer as a reference customer on its own website and in other media (in particular in a publicly accessible reference list on its own website) and publish press releases and articles on its own website or in other media about the conclusion of the contract with the Customer. Maddox shall coordinate press releases or articles with the Customer or the contact person named by the Customer prior to publication. The Customer may object to being named as a reference customer for good cause.

**As of: September 2024**