General Terms of Use AI Model Training

Carl Zeiss Industrielle Messtechnik GmbH ("ZEISS") offers a platform-based software for Artificial Intelligence (AI) model training in the field of industrial quality inspection.

1. SUBJECT MATTER AND SCOPE OF APPLICATION

1.1 These General Terms of Use (the “Terms” or the “Agreement”) is concluded between you (the "Customer") and ZEISS and includes the use of ZEISS’s platform-based software for AI model training ("ZEISS Software").

1.2 These Terms do not include:

(i) any hardware or software required for the use of the ZEISS Software or the generated AI models. The Customer is solely responsible for securing and maintaining suitable hardware and software and an Internet connection at its own expense;

(ii) the transfer of data to and from the data center in which the ZEISS software is provided;

(iii) any external websites (including embedded widgets or other means of access) linked to or contained within it.

1.3 The ZEISS Software may include third party software, including open source components, which may be subject to additional terms and conditions of such third party (which will be made available to the Customer upon request), and shall prevail over any inconsistent terms with respect to such ZEISS Software or these Terms.

1.4 For the use of these and related services, the then-current version of the ZEISS price list applies exclusively.

2. GENERAL PROVISIONS FOR ZEISS SERVICES

2.1 The ZEISS Software is used to annotate, train and test AI models based on Customer data (e.g. images, videos, etc.). The AI models created with the ZEISS Software are then used outside the ZEISS Software in a software for model inferencing.

2.2 ZEISS warrants that the ZEISS Software is free from material defects, and in accordance with these Terms (the “Warranty”). T. Minor defects that do not significantly impair the usability of the ZEISS Software do not constitute a material defect. In the event of a material defect, ZEISS will endeavour, at its sole discretion and option, and to an economically reasonable extent, remedy the material defect.

2.3 The Customer must immediately notify ZEISS in writing of any material defect, provide ZEISS with a precise description of the defect, and co-operate with any requests made by ZEISS including but not limited to providing all necessary information and documentation, along with reasonable assistance, to enable ZEISS to rectify the defect in question.

2.4 The Warranty obligations of ZEISS shall not apply if a defect has been caused by modifications made to the ZEISS Software by the Customer or on behalf of the Customer, unless expressly authorized by ZEISS in writing prior to such modifications.

2.5 EXCEPT FOR THE EXPRESS WARRANTY OBLIGATIONS CONTAINED IN THIS AGREEMENT, THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ZEISS makes no other commitments or warranties to the Customer, and all statements about the ZEISS Software and its respective functionality in any communication with the Customer are for informational purposes only and do not represent commitments or warranties on the part of ZEISS. None of the obligations under this Agreement shall be construed as a warranted characteristic or other guarantee. Furthermore, ZEISS excludes any strict liability for defects and non-conformities that already existed at the time of conclusion of these Terms. The assertion of § 536 para. 1 sentence 1 Alt. 1 BGB is hereby excluded.

2.6 During the Customer's use of the ZEISS Software, ZEISS shall provide the Customer with hosting services on server resources that are under the control of ZEISS or its subcontractors.

2.7 ZEISS shall use commercially reasonable endeavours to provide the ZEISS Software to the Customer with an availability of at least 95%and shall endeavor to perform routine or planned maintenance work in such a way so as to minimize interruptions for the Customer, however ZEISS makes no warranties or guarantees as to ZEISS Software availability or uptime.

2.8 If material changes are made to the ZEISS Software that may affect the Customer's use, ZEISS shall notify the Customer at least five (5) business days (Monday to Friday, excluding public holidays as observed throughout the State of Baden-Württemberg) prior to the effective date of the changes, to the extent reasonable. This notification period shall not apply if ZEISS reasonably believes that the changes are necessary to:

(i) eliminate a threat to the security or functionality of the ZEISS Software; or

(ii) to avoid adverse effects on ZEISS, its affiliated companies within the meaning of §§ 15 et seq. AktG, customers or third parties. If the Customer is significantly excluded from the benefits of this Agreement due to such changes, the Customer shall be entitled to terminate this Agreement in writing at the earliest on the date on which the change comes into effect.

2.9 ZEISS will enable the Customer to access the ZEISS Software at the exit of the data center used by ZEISS (i.e. the demarcation point).

2.10 The Customer shall provide ZEISS with all cooperation that is reasonably necessary for the proper performance of the ZEISS Software. If the Customer fails to co-operate in accordance with these Terms, ZEISS shall not be responsible for the consequences caused by such failure, in particular, the availability of the ZEISS Software affected by the failure to co-operate shall be suspended for a period equal to the duration of the failure to co-operate plus a reasonable period for resumption.

3. USE OF THE ZEISS SOFTWARE

3.1 These Terms grant the Customer a simple, non-exclusive non-sublicensable, non-transferable, time-limited right to access and use the ZEISS Software as consistent with proper use of the ZEISS Software. The Customer's rights of use include the right to use trained models, which the Customer may execute with the ZEISS Software, to be licensed separately. ZEISS will provide the

Customer with information on which software is to be additionally licensed. The use of additional remote tools for further reproduction is prohibited. Additional rights of use may be granted on the basis of a separate written agreement between ZEISS and the Customer.

3.2 TRIAL VERSION

If the ZEISS Software license is granted as an unpaid trial, test, evaluation or beta license, the Customer may only use the software for testing and evaluation purposes and not for general production use. Otherwise, this license is a simple, non-exclusive, non-sublicensable, non-transferable, time-limited right to access and use the ZEISS Software as consistent with proper use of the ZEISS Software.

3.3 The Customer must:

(i) ensure that the Customer's use of the ZEISS Software does not pose a threat to the security or functionality of the ZEISS Software and/or does not adversely affect ZEISS, companies affiliated with ZEISS within the meaning of §§ 15 et seq. AktG or third parties;

(ii) before accessing and using the ZEISS Software, take all reasonable precautions against security attacks on the Customer's system and to prevent viruses, Trojan horses or other programmes that may damage ZEISS Software;

(iii) not to interfere with or disrupt the integrity or performance of the ZEISS Software or other devices or networks connected to the ZEISS Software and, in particular, not to transmit any content containing viruses, Trojan horses or other programmes that may damage ZEISS Software; and

(iv) not to use the ZEISS Software in any way that could damage, disable, overburden, impair or jeopardize the systems or security of ZEISS or interfere with other customers.

3.4 The Customer shall:

(i) stay up-to-date and comply with all applicable laws before and during the use of the ZEISS Software, in particular to obtain and maintain all necessary authorizations and registrations at its own expense;

(ii) not provide ZEISS with any content which, in accordance with this Agreement, would result in a violation of applicable law, intellectual property, trade secrets, other third-party rights or restrictions on third parties, such as confidentiality obligations;

(iii) not use the ZEISS Software for purposes other than those expressly authorized by these Terms;

(iv) not to translate, decompile, reverse engineer, decrypt or otherwise modify or attempt to discover the Source Code and the Trained AI Models (except to the extent permitted by applicable law or as otherwise expressly permitted); and

(v) ensure the proper use of the ZEISS Software by the Customer, ZEISS, companies affiliated with ZEISS within the meaning of §§ 15 et seq. AktG, other customers, partners or third parties.

3.5 The Customer shall immediately inform ZEISS if the Customer becomes aware of circumstances where

(a) the safety and/or compliance standards set out in Sections 3.3 and 3.4 may not be met;

(b) the use of the ZEISS Software may pose a risk of bodily injury or death to persons or to the safety of ZEISS, the Customer or a third-party;

(c) a governmental action or court order may prevent the use of content in accordance with this Agreement and/or any other applicable ZEISS agreement;

(d) there is a change to the Customer's name or contact details; or

(e) there has been unauthorized access to the Customer's account

3.6 The Customer is solely responsible for the suitability, content, use, and quality of its content and for the means by which the Customer has acquired this content. For example, the Customer is solely responsible for:

(i) the creation and maintenance of independent backup copies of the models created; and

(ii) any obligations to retain or archive documents arising from applicable laws or company policies.

3.7 The Customer hereby warrants to ZEISS that any person authorized by the Customer to access its account ("Authorized Users"), in accordance with this Agreement, (e.g. those who are technically capable of making statements and/or communications through the Customer's account) are acting on behalf of the Customer and have the capacity to bind the Customer. Notwithstanding any additional responsibility under applicable law, as between ZEISS and the Customer, the Customer is solely responsible for ensuring that all Authorized Users, employees, representatives, agents of the Customer (other than ZEISS), affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) and third parties commissioned by the Customer to use the ZEISS Software comply with the provisions of these Terms and applicable law.

3.8 The Customer is solely responsible for the accuracy, quality, integrity and legality of its content. ZEISS does not monitor the content and is not responsible for the content, its storage, communication or transmission. The Customer shall not to upload any content or data that:

(i) is offensive, defamatory, obscene, pornographic, abusive, harassing or threatening;

(ii) contains malicious code or malicious data;

(iii) infringes the rights of others, such as content or data that infringes intellectual property rights or violates a right of privacy or publicity; or

(iv) is in violation of applicable laws.

ZEISS reserves the right to delete any such content that, in ZEISS' sole discretion, violates these Terms and to terminate the Customer's rights of use for any such violations, in accordance with Section 7 below.

3.9 The Customer shall receive access data (e.g. logins and passwords via ZEISS ID) for its Authorized Users to use the ZEISS Software. The Customer must change the passwords regularly in accordance with the relevant password guidelines. The Customer and each Authorized User shall be fully responsible for maintaining the confidentiality and security of the Access Data and the Customer shall be solely responsible for all activities that occur under the Customer's account(s) to

the extent such activities were approved by the Customer or an Authorized User or were not approved by the Customer or an Authorized User but could have been prevented by you exercising due care. Passwords may not be used by more than one Authorized User and the Customer or its Authorized Users are prohibited from disclosing passwords to any person who is not an Authorized User. The Customer must ensure that Authorized Users leave or log out of their account at the end of each session.

3.10 Notwithstanding any additional responsibility under applicable law, the Customer is solely responsible for ensuring that all of its employees, affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) and third parties commissioned by the Customer to use the ZEISS Software, as well as their employees, comply with the provisions of these Terms and applicable law.

3.11 The Customer grants ZEISS and its affiliated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) a non-exclusive, sub-licensable, irrevocable right to use the Customer's content or data provided, unlimited in time and content. The Customer agrees that the provisions of Section 9 regarding confidentiality do not apply to this data. ZEISS may use this data for purposes including but not limited to: training, tuning and testing AI and algorithms from which phase labelling and other analyses can be derived. In this respect, ZEISS is the Authorized User of all AI-based models that are trained on the basis of the data provided and is free and unrestricted (including further development and commercialization) in their respective use. ZEISS may use the uploaded data, which is provided in particular in the form of training data, for any application purposes in the form of training data for AI learning processes and combine it with algorithms or AI. In addition to the aforementioned right of use, ZEISS receives the following non-exclusive ancillary rights:

a) the right to reproduce the data or parts thereof by means of digital storage and reproduction media, irrespective of the technical equipment and including all digital or interactive systems;

b) the right to process and convert and/or have the data processed and converted in whole or in part using all analogue, digital and other techniques, in particular the right to modify the data and combine it with other data.

4. INTELLECTUAL PROPERTY

4.1 All right, title, interest and know-how in and to the ZEISS material (user manuals and similar), the Software, the pre-trained AI models, the content, the distribution content and all other information and content and all parts and improvements of the foregoing not expressly granted in this Agreement shall remain entirely with the relevant party or its third-party business partners.

4.2 The Customer grants ZEISS, its affiliated companies within the meaning of §§ 15 ff. AktG and subcontractors a limited, personal, transferable, non-exclusive license to use, host, link, publish, transmit, display, sublicense and reproduce the Customer's content to the extent necessary to provide the ZEISS Software to the Customer and/or other clients in accordance with this Agreement. Notwithstanding Section 3.11, ZEISS is entitled to create, analyze and evaluate copies of content in anonymized form, including for statistical purposes and for the improvement and further development of the ZEISS Software.

4.3 The Customer grants ZEISS and its affiliated companies within the meaning of §§ 15 et seq. AktG, a worldwide, perpetual, irrevocable, transferable, sub-licensable and royalty-free license to use suggestions, recommendations, functions provided by or on behalf of the Customer and to

incorporate or otherwise use such feedback in connection with the ZEISS Software or other products or services.

4.4 Nothing in these Terms shall be construed to grant either party any rights, title, or interest in the intellectual property of the other party, except as expressly provided herein. All rights not expressly granted are reserved by the respective party.

5. EXPORT CONFORMITY

5.1 When using the items provided by ZEISS (including software and technologies), the customer must comply with the applicable national and international export control regulations. In any case, they must observe the (re-)export control regulations of the Federal Republic of Germany, the European Union, and the United States of America when using them. If data uploaded by the customer is subject to items restrictions under the aforementioned legal provisions, they must inform ZEISS via order.metrology@zeiss.com (subject: Export control) thereof.

5.2 The use of ZEISS Quality AI in connection with military classified items or for other defense-related uses is strictly prohibited unless any necessary approvals have been obtained and ZEISS has given its consent.

5.3 The customer shall indemnify ZEISS in full against all claims asserted by authorities or other third parties due to the customer's failure to comply with export control obligations and shall reimburse ZEISS for all damages and expenses incurred in this connection.

5.4 ZEISS's performance of the contract is subject to the proviso that there are no obstacles to performance due to national or international foreign trade regulations or embargoes and/or other sanctions.

5.5 Declaration of use

The customer shall not use the items provided by ZEISS, either in whole or in part, in connection with the following activities:

(i) The maintenance, detection, identification or dissemination of chemical, biological, radioactive or nuclear weapons/other explosive devices or the development, manufacture, maintenance or storage of missiles/other (delivery) systems for this purpose.
(ii) The development, manufacture, handling, operation, maintenance or storage of cluster bombs or anti-personnel mines.
(iii) Human rights violations.

Furthermore, the customer confirms to ZEISS that it is not part of the armed forces or internal security forces of any state. The items shall be used exclusively for civilian purposes.

If the customer cannot agree to this declaration of use in this section 5.5, the customer is obliged to contact order.metrology@zeiss.com (subject: Export control) in this regard.

5.6 Transfer to Third Parties

When transferring the items provided by ZEISS to third parties (including, among other things, the granting of access or usage rights), the customer shall comply with the applicable provisions of national and international export control regulations. In any case, such transfer must comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union,

and the United States of America. Prior to any such transfer, the customer shall in particular review and, by appropriate measures, ensure that:

(i) such transfer to third parties or the provision of other economic resources in connection with items provided by ZEISS (including, among others, software and technologies) does not violate any embargo of the European Union or the United States of America;

(ii) items provided by ZEISS (including, among others, software and technologies) are not intended for military-related, nuclear, or weapons-related use;

(iii) all applicable regulations of the relevant sanctions lists of the European Union and the United States of America concerning business transactions with the companies, persons, or organizations listed therein are complied with.

6. UPDATE OF THE CONDITIONS

6.1 ZEISS reserves the right to update the Terms at any time at its sole discretion, in particular due to changes in applicable law or further development of ZEISS services. ZEISS shall inform the Customer of an update to the Terms at least one (1) month in advance, e.g. by e-mail or by informing the Customer when logging into the ZEISS Software. The update of the Terms shall become binding for the parties upon expiry of the notification period., unless the Customer objects to the update of the Terms in text form prior to expiry of the notification period.

6.2 If the Customer objects to ZEISS's updates to the Terms, ZEISS may terminate the Terms with effect from the end of the notice period if it is impossible or unreasonable for ZEISS to continue the contract without updating the conditions. ZEISS shall inform the Customer of these consequences as part of the notification.

7. RIGHT OF SUSPENSION AND PROHIBITION OF USE

7.1 ZEISS may, in its sole discretion, or if required by law, court order or governmental request, suspend, block, or terminate the Customer's rights of use if the Customer commits a material breach of any provision of these Terms and/or any other applicable ZEISS Agreement. ZEISS shall inform the Customer of any suspension or termination as soon as possible, if not prohibited by applicable law. If and to the extent that a reason for suspension no longer exists, ZEISS may, in its sole discretion, restore the Customer's access to the ZEISS Software within a reasonable period of time. If the Customer uses the ZEISS Software offline rather than via the cloud, the suspension shall be replaced by a ban on use, which ZEISS shall issue to the Customer if the aforementioned conditions for suspension are met.

7.2 The right of suspension and prohibition of use is in addition to and without prejudice to any other rights and remedies ZEISS may have.

8. DATA PROTECTION

8.1 Each contracting party shall comply with all data protection laws, regulations and requirements that apply to the fulfilment of its obligations under these Terms or its contractual obligations or that may become relevant in the context of the service.

8.2 Personal data may be processed in the ZEISS software, in particular in the context of comments, the documentation of notes and in the context of metadata in training data (customer user IDs). Insofar as such personal data is collected, it will be processed in accordance with applicable data protection laws.

9. CONFIDENTIALITY

9.1 Each party agrees to keep the other party's Confidential Information (as defined below) confidential and may disclose it only to those employees or other personnel who have a need to know and who are bound to confidentiality by their employment contract or otherwise no less strictly than the provisions contained herein. Confidential Information means any non-public information disclosed by one party with the other party under or in connection with these Terms which is marked "Confidential" or consists of information which the other party knows, or has reason to know, that the discloser intends or expects the secrecy of such information to be maintained. Confidential Information includes, but is not limited to materials received connection with these Terms and the purchase of ZEISS Software, ZEISS material, the ZEISS Software and its underlying technology, information about ZEISS' business strategies and practices, trade secrets, know-how, pricing, technology, software, interfaces, product plans, services, customer lists and information about employees, customers, vendors, consultants and affiliates within the meaning of §§ 15 et seq. AktG, shall be deemed confidential information of ZEISS. Each party may use confidential information of the other party only for the purpose authorized in these Terms.

9.2 The confidentiality obligations of this section shall not apply, if:

(i) the information is generally known or becomes known later through no fault of the recipient;

(ii) the recipient already knew the same information prior to the confidentiality obligation or has demonstrably developed the same information independently;

(iii) the information was provided to the recipient by a third party without an obligation of confidentiality;

(iv) the information has been authorized in writing for publication by the other party; or

(v) if the information is required to be disclosed or published due to a binding official or court order.

9.3 The Confidential Information and all copies made thereof shall be returned (or destroyed at the request of the other party) upon termination of this Agreement without further request. This expressly excludes data for which ZEISS has received a right of use for training AI models in accordance with Section 3.11. The obligation to return/destroy such Confidential Information shall not apply to the extent that Confidential Information or copies thereof must be retained by the recipient under mandatory law, provided that such Confidential Information or copies thereof are subject to a confidentiality obligation under the terms of this Agreement during the retention period provided for by mandatory law.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 During the Term and 2 years thereafter, ZEISS will indemnify Customer against judgments on third party claims (**"Judgments"**) arising from bodily injury, death, or damage to real property to the extent such Judgment(s) are caused by or based on the strict products liability or gross negligence of, ZEISS.

10.2 **ZEISS WILL NOT BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF: USE, REVENUE, BUSINESS OPPORTUNITY, PROFIT(S), PROSPECTIVE**

PROFIT(S), LOSS OF DATA, VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, NONPERFORMANCE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZEISS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED A TOTAL OF EUR 1,000.

10.3 All rights, claims and remedies for damages and compensation arising out of or relating to these Terms, whether in contract, tort or otherwise, must be brought within two (2) years from the date on which the event or breach giving rise to the claim occurred. Any claims not brought within this period shall be deemed waived and forever barred, regardless of whether the party was aware of the occurrence at the time in occurred.

10.4 All limitations and exclusions of liability provided for in this Agreement shall also apply in favour of the companies affiliated with ZEISS within the meaning of Sections 15 et seq. AktG, directors, employees, representatives, business partners, subcontractors and other persons employed by ZEISS in the fulfilment of the obligations, as well as for their affiliated companies within the meaning of Sections 15 et seq. AktG, directors, employees, representatives, business partners, subcontractors and other persons employed by ZEISS in the fulfilment of its obligations.

11. INTELLECTUAL PROPERTY INDEMNIFICATION BY ZEISS

11.1 During the term of these Terms, ZEISS shall indemnify and hold the Customer harmless from and against any loss or damage (including reasonable attorneys' fees) awarded by a court of competent jurisdiction or settled/recognized with our prior written consent and defend the Customer at ZEISS' expense (both in and out of court) against any claim by a third party alleging that the Customer's use of the agreed ZEISS Software in accordance with these Terms infringes that third party's intellectual property rights, provided that the Customer

(i) immediately informs ZEISS in writing of the infringement claim,

(ii) gives ZEISS sole control over the defense and settlement of the infringement claim; and

(iii) provides ZEISS with all reasonable assistance in the defense of such infringement claim. The Customer shall not settle or admit any infringement claim without the prior written consent of ZEISS. Notwithstanding the foregoing, ZEISS shall have no defense or indemnification or other obligation with respect to any claim or demand based on:

(a) use of the ZEISS Software that is not in accordance with these Terms and/or another ZEISS Agreement;

(b) any use or interaction of ZEISS Software with third-party services that have not been expressly authorized by ZEISS,

(c) a change to the ZEISS Software made by a person other than ZEISS or ZEISS' subcontractors,

(d) any content provided by anyone other than ZEISS or ZEISS' subcontractors; or

(e) Customer's continued or alleged infringing activity after ZEISS has notified the Customer and offered modifications, replacements or other remedies that would have avoided the alleged infringement.

11.2 If the Customer is prevented from using the agreed Software as the Customer is permitted under this Agreement and/or the applicable ZEISS supplemental agreement due to an infringement of an intellectual property right by such use, ZEISS shall obtain for the Customer the right to continue to access and use the ZEISS Software, or ZEISS shall, at our sole discretion, replace or modify the ZEISS Software so that the ZEISS Software no longer infringes the intellectual property right; or, if such remedies are not reasonably available, ZEISS may terminate this Agreement and/or the applicable ZEISS supplemental agreement in whole or in part. ZEISS may, in ZEISS' sole discretion, take the remedies set forth in this section before terminating Customer's use of the applicable ZEISS Software.

11.3 Customer shall indemnify ZEISS against any losses and/or damages (including reasonable attorneys' fees) and defend ZEISS (both in and out of court) at its own expense against any claims arising out of or in connection with the following circumstances:

(i) an allegation by a third party, including a government agency, that the Customer's use of the ZEISS Software violates the security and/or compliance standards set forth in Section 3,

(ii) an allegation by a third party that the Customer's content infringes the rights of that third party, in particular intellectual property rights or data protection rights;

(iii) the Customer's failure to fulfil its obligations under Section 5 and/or

(iv) a breach of this Agreement and/or applicable law by the Customer. This indemnity shall also include the reimbursement of reasonable costs incurred or to be incurred in the prosecution/defense.

11.4 The Customer must inform ZEISS immediately of any third-party claims of which the Customer becomes aware in connection with the use of the ZEISS Software. ZEISS is entitled to take appropriate measures to defend ZEISS against third-party claims or to pursue the rights of ZEISS. The Customer must coordinate his own measures with ZEISS in advance.

11.5 All terms or conditions of this Agreement which by their express terms survive the termination or expiration of this Agreement, or which by their nature should so survive, shall remain in full force and effect even after any termination or expiration of this Agreement.

12. TERM AND CANCELLATION

12.1 This Agreement comes into force and effect after receipt of an order confirmation or activation by ZEISS and remains in force for twelve (12) months. The term of this Agreement shall be automatically extended by an additional twelve (12) months if it is not terminated by either party with one (1) month's notice before the end of the respective term.

12.2 Each contracting party may terminate this agreement for good cause. ZEISS may immediately, upon written notice to the Customer, terminate this Agreement for cause if:

(i) Customer's acts or omissions entitle ZEISS to suspend its performance for an uninterrupted period of at least thirty (30) days;

(ii) Customer breaches of any obligation or provision of this Agreement which remains uncured for a period of thirty (30) days after receipt of the relevant notice;

(iii) Customer materially breaches any of its obligations under this Agreement;

(iv) Customer fails to comply with any applicable law or governmental request that makes the continued provision of services by ZEISS impossible or unreasonable;

(v) a change of control of the Customer or a direct or indirect parent company of the Customer that, in ZEISS's sole opinion, adversely affects its position, rights, or interests; or

(vi) the termination or expiry of ZEISS' relationship with a supplier or subcontractor for the provision of the agreed ZEISS Software, any essential software or services, which makes their further provision by ZEISS impossible or unreasonable, unless ZEISS has culpably caused this.

12.3 Unless otherwise agreed in writing, ZEISS may, upon termination or expiration of this Agreement, irrespective of the reasons:

(i) permanently block the Customer's access to the ZEISS Software and discontinue the provision of the ZEISS Software;

(ii) The Customer shall cease all use of the ZEISS Software; and

(iii) The Customer is obliged to destroy all ZEISS material immediately or to delete it in such a way that it cannot be restored and to confirm this to ZEISS in writing.

12.4 ZEISS is under no obligation to maintain the Customer's content and AI models or to continue to make them permanently available after termination. ZEISS reserves the right to delete the Customer's content, unless necessary for existing models, after a reasonable period of time, latest after two (2) months, unless otherwise required by applicable law.

13. BRANDS

The Customer is not authorized by this Agreement to use trademarks, trade names and other intellectual property of ZEISS.

14. MISCELLANEOUS

14.1 The Customer's rights and obligations under this Agreement may not be assigned, transferred, or delegated without ZEISS's prior written consent. ZEISS, however, may assign or transfer this Agreement or its rights and obligations, in whole or in part, to its parent, affiliate, or subsidiary without the Customer's consent within the meaning of §§ 15 et seq. AktG or to a third party legal successor to all or part of the business to which this Agreement relates, regardless of whether: (i) as a result of a change in ownership (including by stock purchase, merger or consolidation); (ii) as a result of the sale of all or substantially all of the assets or all or a portion of the business to which this Agreement relates; or (iii) in connection with any spin-off, (de-)merger, consolidation, divestiture, dissolution and any other type of business combination or corporate re-organization, including the formation of joint venture companies or otherwise.

14.2 Customer questions or support requests must be direct to the relevant country-specific e-mail address, which will be provided by ZEISS.

14.3 If this Agreement requires a notice or document to be "in writing" or "in written form", such notice or document must be duly signed by the sender and the signed notice or document must be delivered, sent or transmitted to the other Party in original or scanned copy by e-mail, unless notice by e-mail is sufficient as expressly provided in this Agreement. For the avoidance of doubt, other electronic communications shall not be deemed to be written communications or documents.

14.4 This Agreement supersedes all other prior or contemporaneous agreements and representations and warranties, whether written or oral, between the Customer and ZEISS, may not be amended or modified except by a writing signed by both parties; and will prevail over any inconsistent terms. terms and conditions of either party shall not apply.

14.5 If any provision of this Agreement shall be unlawful, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall replace the illegal, invalid or unenforceable provision with a legal, valid or enforceable provision that comes as close as possible to the original commercial intent of the parties.

14.6 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules") by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be in Stuttgart, Germany. Arbitration language shall be English. The costs of the arbitration procedures and the reasonable attorney costs of the prevailing Party shall be borne by the defeated Party. No award or procedural order made in the arbitration shall be published.

14.7 This contract shall be governed by German law without reference to international law. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

Status: May 2026