

## General terms and conditions

### 1 Scope of Application / Binding Period

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to business relations between tacterion GmbH, Nymphenburger Str. 5, 80335 Munich (hereinafter referred to as "**tacterion**") and its customers. Customers of tacterion are exclusively business men or companies (§ 13 BGB).
- 1.2. tacterion offers customers services in connection with the provision of touch and force sensing sensors, based on the tacterion proprietary technology pylon@ (hereinafter "pylon sensors"). The contractual services consist in detail of:
  - 1.3. the sale of equipment such as pylon sensors, samples, connections, adapters, etc. (hereinafter referred to as "**tacterion equipment**");
  - 1.4. the provision of standard software for reading out and controlling the equipment via terminal devices (hereinafter referred to as "**tacterion software**").
  - 1.5. According to a separate agreement, tacterion also renders services for customers in the area of hard- and software development ("**Work Services**") or other development, consulting and training services ("**Services**"). For Work Services, the "Supplementary Provisions for Work Services" of these GTC (Sections 9 et seq.) shall apply additionally and with priority over the other sections of these GTC. Insofar as these GTC do not contain any suitable provisions for services, the statutory provisions shall apply.
  - 1.6. The contract content in detail always depends on the offer documents prepared by tacterion and accepted by the customer (hereinafter referred to as "**Offer**"). In case of contradictions between the offer and the GTC, the offer takes precedence.
  - 1.7. tacterion provides its services on the basis of these GTC. Terms of the customer do not apply, even if tacterion has not expressly objected to them. Acceptance of the services by the customer is considered as acceptance of the GTC of tacterion and waiver of the GTC of the customer. Other conditions are only binding if tacterion has accepted them in writing; in addition, tacterion's GTC apply.
  - 1.8. tacterion may change these GTC at any time. The customer will be notified of the change by e-mail. If the customer does not object to the changes within four (4) weeks after receipt of the message, the changed provisions shall be deemed to have been accepted by him.
  - 1.9. tacterion shall be bound by an offer for one month from the date of submission of the offer, unless another period is specified in the offer.

### 2 Services of tacterion

- 2.1. The nature and scope of services of pylon sensors, other tacterion equipment and software, as well as the approved environment of use are stated in the respective product documentation, supplemented by the user manual, unless otherwise agreed.

- 2.2. pylon Sensors are delivered including a user manual. The user manual can be made available to the customer electronically at tacterion's discretion.
- 2.3. Unless otherwise agreed, the pylon sensors and other tacterion equipment will be put into operation and used by the customer. All other services provided by tacterion at the customer's request (in particular application preparation, instruction, training and consulting) will be remunerated on time and material basis.
- 2.4. The risk shall pass to the customer directly ex works (EXW, Incoterms 2010).
- 2.5. The customer observes the following performance restrictions with regard to any development kit or samples of pylon (hereinafter referred to as "**pylon-Kits**"):
  - 2.6. pylon-Kits are development samples, i.e. the design of the product has not yet been completed and tested by tacterion. Parts of the pylon-Kits may be partially or completely non-functional and may deviate from the published product specifications.
  - 2.7. pylon Kits are intended exclusively for product and/or software developers working in a research and development environment to facilitate the evaluation of feasibility, experiments or scientific analysis. pylon-Kits and their respective contents are not end products.
  - 2.8. Neither pylon-Kits nor their respective contents may be used for reliability testing, in a marketable end product or in the manufacture of a marketable end product.
  - 2.9. pylon-Kits are engineering samples and have not been tested for FCC and/or CE conformity.
  - 2.10. pylon-Kits are not intended for consumer purchase. pylon-Kits may only be used by the customer and may not be resold, distributed, leased, rented or otherwise transferred.
  - 2.11. tacterion accepts no responsibility for the consequences of the use of pylon-Kits by the customer contrary to the provisions of this section 2.5 or for the infringement of patents or other rights of third parties which may result from the use in combination with a technology developed or added by the customer.
  - 2.12. The development kits and samples, accessories and packaging should be sorted for environmentally friendly recycling. Do not dispose of the device in household waste!
  - 2.13. If the customer uses pylon-Kits without authorization (contrary to the terms in this clause 2.5 and the limitations provided in the respective documentation), he will compensate tacterion for damages resulting from this.

### 3 Prices and terms of payment

- 3.1. The prices quoted in the offer are in Euro, plus the statutory value added tax applicable at the time of performance and without deductions.
- 3.2. The prices are valid for three months after conclusion of the contract. Thereafter, tacterion can pass on an increase of the list price by its suppliers to the customer at the latest one week before delivery. The customer may withdraw from the contract until delivery, but at the latest

within one month after notification of the price increase, if the price increase exceeds 5%.

- 3.3. Invoices are due for payment 30 days after receipt of invoice. In case of doubt, invoices shall be deemed to have been received three working days after the invoice date.
- 3.4. tacterion reserves the ownership and rights to be granted to pylon-Kits and pylon Sensors and other tacterion equipment until complete payment of the owed prices. Furthermore, tacterion reserves the right of ownership until all claims arising from the business relationship with the customer have been fulfilled.
- 3.5. tacterion is entitled to prohibit the customer from further use of the services for the duration of a delay in payment. This right can only be asserted by tacterion for a reasonable period of time, as a rule for a maximum of 6 months. This does not constitute a withdrawal from the contract. § 449 Abs. 2 BGB remains unaffected.
- 3.6. If the customer or his customer returns the services, the acceptance of the services does not constitute a withdrawal of tacterion, unless tacterion has expressly declared the withdrawal. The same applies to the seizure of the reserved goods or of rights to the reserved goods by tacterion.
- 3.7. If the customer does not settle a due claim in whole or in part on the contractual payment date, tacterion can revoke agreed payment terms for all claims. tacterion is also entitled to provide further services only against advance payment. The advance payment has to cover the respective accounting period or - in case of one-time services - their remuneration.

## 4 Copyrights and rights of use

- 4.1. Upon full payment of the agreed prices, the customer is entitled to the non-exclusive right to use the tacterion software for an unlimited period of time.
- 4.2. The customer will only use the tacterion software for his internal business purposes. He may not rent, lend, sublicense, transfer to third parties for use or copy the tacterion software or authorize the copying of the tacterion software neither in parts nor as a whole, neither the tacterion software itself nor the rights to the tacterion software, except in the cases expressly permitted here.
- 4.3. The customer shall not make the tacterion software accessible to third parties without the prior written consent of tacterion. There is no entitlement to the granting of consent to make the tacterion software accessible to third parties. The customer will not remove alphanumeric identifiers, trademarks and copyright notices.
- 4.4. Any supplementary program code (e.g. patch, update) which is made available to the customer for the purpose of troubleshooting shall be considered a component of the tacterion software provided and shall be subject to the conditions of these GTC unless otherwise agreed.
- 4.5. In all cases in which the customer's rights of use end, existing copies of the tacterion software must either be destroyed by the customer against proof or returned to tacterion. In the case of a permitted transfer of the software to affiliated companies or third parties, the

customer will assure tacterion in writing that all parties involved will comply with these obligations. Legal storage obligations remain unaffected by this.

- 4.6. As far as the tacterion software contains "Open Source Software" or adaptations of this software, the customer will receive rights of use according to the relevant license conditions for this software (e.g. "MIT License"), which deviate from clause 4.1. Both parties undertake to observe these license conditions.

## 5 Defects as to quality

- 5.1. tacterion guarantees that the playon-Kits, pylon Sensors and other tacterion equipment (herinafter referred to as "products") correspond to the agreements according to clause 2.1 when used in accordance with the intended use.
- 5.2. The customer only has claims for defects if reported defects are reproducible or otherwise verifiable by the customer.
- 5.3. If the customer is entitled to claims for defects, he shall initially only have the right to subsequent performance within a reasonable period of time. The supplementary performance includes, at the discretion of tacterion, either repair or replacement. The interests of the customer will be taken into account appropriately in the choice. The ownership of parts, which are exchanged due to a supplementary performance, is transferred to tacterion.
- 5.4. If the supplementary performance fails or if it cannot be carried out for other reasons, the customer can reduce the remuneration, withdraw from the contract and/or - under the conditions of clause 7 - demand compensation for damages or expenses. The customer shall exercise his right to choose with regard to these defect claims within a reasonable period of time, as a rule within 14 calendar days after the customer has become aware of his right to choose.
- 5.5. If the customer withdraws from the contract, tacterion will take back the products and repay the prices paid by the customer minus the usage possibilities granted to the customer, at most the usual sales value of the products at the return.
- 5.6. Claims for supplementary performance and reduction shall become statute-barred twelve (12) months after the beginning of the statutory limitation period. This period shall not apply if the law prescribes longer periods, fraudulent concealment of the defect or non-compliance with a quality guarantee. Legally required notifications of defects by the customer must be made immediately in writing with a precise description of the problem.
- 5.7. The customer shall not have a right of retention if his claims for defects have become statute-barred. If the notice of defect was unjustified, tacterion is entitled to demand compensation from the customer for the expenses incurred.

## 6 Rights of the customer in case of defects of title

- 6.1. If the use of the products by the customer in accordance with the contract leads to an infringement of the rights of third parties, the customer shall immediately inform

tacterion in writing and shall leave legal defence and settlement negotiations to tacterion. The customer will support tacterion free of charge to a reasonable extent, in particular providing necessary information. Legal notification obligations of the customer remain unaffected. Rights in this sense are only those to which the third party is entitled in states in which the customer uses the tacterion platform in accordance with the contract.

- 6.2. If the customer cannot use a work result in accordance with the contract due to an opposing right of a third party, then tacterion can either (a) change the work result in such a way that the right of the third party is no longer violated, or (b) provide the customer with the necessary authorization to use the work result. The customer shall not be entitled to carry out the work himself or to involve third parties. Clause 7 shall apply to claims for damages by the customer.
- 6.3. The customer shall have no claims based on defects of title if the work results have been changed after acceptance by the customer or third parties, unless the customer proves that the infringement of rights is not the result of the changes. Claims of the customer shall also not exist in the case of violations of rights as a result of a combination of the work results of tacterion with such services or products of third parties that are not subcontractors of tacterion in this respect.

## 7 Liability

- 7.1. tacterion is liable without limitation for damages caused by gross negligence or intent on the part of tacterion, its legal representatives or vicarious agents. tacterion is also liable without limitation for damages resulting from culpable injury to life, limb or health.
- 7.2. tacterion shall only be liable in cases of breach of essential contractual obligations, the breach of which endangers the purpose of the contract and on the fulfilment of which the customer could rely to a special degree (so-called cardinal obligations), even in cases of simple negligence. This liability is limited to the compensation of damages, which were typically foreseeable at the time of conclusion of the contract. A further limitation of liability for all cases of slight negligence to the respective offer volume can be agreed individually in the offer. In addition, in cases in which products are provided to the customer free of charge for test purposes, tacterion's liability for cases of slight negligence is excluded.
- 7.3. In cases of slightly negligent liability, the liability of tacterion for loss of profit, lack of savings and image damage is excluded in any case.
- 7.4. If information, software or documentation is provided free of charge - as e.g. in the case of open source software - tacterion shall not be liable for legal and material defects of the information, software and documentation, in particular for their correctness, freedom from errors, freedom from property rights and copyrights of third parties, completeness and/or applicability. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with a guarantee of quality, injury to life, health or freedom and in the event of an intentional or grossly negligent breach.

A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.

- 7.5. The above limitations of liability shall also apply in favour of the legal representatives and employees of tacterion and shall also apply in the case of pre-contractual or tortious liability.

## 8 General provisions

- 8.1. tacterion is entitled to use the customer or his brand/logo as a reference for the purpose of presentation on the company website or in brochures. Any further use, e.g. as a showcase or best-practice example, shall only take place with the customer's consent.
- 8.2. The customer shall be responsible for observing the import and export regulations applicable to the deliveries or services, in particular those of the USA. In the case of cross-border deliveries or services, the customer shall bear any interest, fees and other charges incurred. The customer will handle legal or official procedures in connection with cross-border deliveries or services on his own responsibility, unless otherwise expressly agreed.
- 8.3. The assignment of rights or obligations of the customer arising from the contract - in particular assignments and pledges - to third parties is excluded without the prior written consent of tacterion.
- 8.4. The offsetting by the customer is only possible with an undisputed or legally established counterclaim.
- 8.5. Amendments and supplements to this contract must be made in writing. This shall also apply to any cancellation or waiver of the written form requirement. The parties agree that the written form shall also be deemed to have been complied with if signed declarations are sent by fax to the fax numbers provided by the parties for communication within the scope of this contract. Unless otherwise agreed, all other communications in connection with the performance of this Agreement may be sent by e-mail (to the e-mail addresses provided by the parties for such purposes). Oral agreements and transmission by telephone, however, are not sufficient.
- 8.6. The legal relationship between the parties shall be governed exclusively by German law. Place of jurisdiction is Munich.
- 8.7. In case of any differences between the German and English version of GTC, the German version shall be relevant.

## Supplementary provisions for work performance

### 9 Scope of work performed

- 9.1. tacterion renders the work services as agreed in the offer documents and other performance descriptions which become part of the contract (e.g. specifications).
- 9.2. tacterion uses carefully selected own employees or third parties as subcontractors with the necessary qualifications to perform the work. tacterion is entitled at any time to replace own employees or third parties with

comparable qualifications and experience. If these employees have been communicated to the customer by name, tacterion will inform the customer about the replacement.

- 9.3. The agreed remuneration only covers the scope of services documented in the offer documents. Additional services shall be charged separately on the basis of the agreed or customary market prices, unless they are unremitting and commercially insignificant auxiliary services. If the service description in the offer documents contains unintentional gaps or ambiguities, tacterion is entitled to adjust the service description accordingly at its reasonable discretion.

## 10 Duties of the customer

- 10.1. The customer acknowledges his obligations to cooperate as a prerequisite for the provision of services by tacterion and thus as his contractual obligation.
- 10.2. The customer names in writing a contact person for tacterion and an address and e-mail address under which the contact person can be reached. The contact person must be able to make the necessary decisions for the customer or to bring them about immediately. The contact person ensures good cooperation with the contact person at tacterion.
- 10.3. In particular, the customer shall immediately make and notify tacterion of decisions incumbent upon him regarding project implementation and project content and shall immediately examine tacterion's suggestions for changes. If this is not possible for him, he will contribute to immediate escalations. The customer is responsible for the control of his employees.
- 10.4. The customer shall provide tacterion with all technical and other documents and information necessary for the successful execution of the project in due time.
- 10.5. If the customer does not fulfil a duty or obligation, does not fulfil it properly or is late and tacterion is therefore unable to perform its services in accordance with the contract, the agreed execution deadlines shall be extended in accordance with the delay plus a reasonable period for resuming the work. tacterion will additionally invoice the customer for the additional costs caused by this, in particular for extended provision of the personnel or material resources employed, at the agreed rates.

## 11 Acceptance

- 11.1. Work performances / trades to be produced by tacterion are subject to acceptance. Results of services are not subject to acceptance. In the offer it can be described that defined partial results of work performances are accepted separately (real partial acceptance). Accepted partial results are the basis for the continuation of the work; they are not covered by any right to withdraw from the contract. The subject of a separate acceptance in this respect is merely the contractual interaction of these partial performances with other results (integration).
- 11.2. tacterion shall make the trades available to the customer for acceptance after completion. Unless otherwise agreed, the customer must declare acceptance of the trades within five (5) working days after provision if the

trades created do not have any defects that prevent acceptance in the sense of the following regulations.

- 11.3. In the case of trades involving software, the parties shall agree on the course and scope of the acceptance test at the beginning of the performance of the contract. For the performance of the acceptance test, the customer must provide test data and the test results expected by him in good time before the provision of the trades in the form specified by tacterion in the offer documents and create the agreed technical prerequisites. tacterion is entitled to participate in the acceptance test and to inspect the test results.
- 11.4. Defects preventing acceptance are defects of classes 1 and 2 according to the following definition:
- 11.5. Class 1 defects are deviations which result in the trade or a central part of it being unusable for the customer (example: frequent unavoidable system crashes).
- 11.6. Class 2 defects are deviations which result in significant restrictions on the use of important functions of the trade which cannot be circumvented for a reasonable period of time acceptable to the customer (e.g. incorrect application results; errors in reports).
- 11.7. Class 3 defects are all other deviations.
- 11.8. The parties shall assign the deviations found during the acceptance test to the defect classes by mutual agreement. The result of the acceptance test including the defects that have occurred and their classification shall be fully documented by the customer in an acceptance report within the acceptance period. If the customer has rightfully refused acceptance, tacterion will remedy the documented defects preventing acceptance. Then the necessary parts of the acceptance test will be repeated.
- 11.9. Trades shall be deemed accepted as soon as they are used productively by the customer or he has not handed over a list of defects within fourteen (14) days after handover of the trades in which at least one defect preventing acceptance is listed. If the customer desires design changes after handover of the trades or other project results, which do not involve a notification of defects, tacterion will endeavour to take these wishes into consideration at a later date. Clause 11 (3) of these GTC shall apply in this case.

## 12 Rights of use of the customer

- 12.1. tacterion grants the customer a temporally and spatially unlimited simple right of use for his internal business purposes for the results of the work performances (hereinafter jointly referred to as "work results") created for him. tacterion grants this right to the customer subject to full payment and acceptance. The customer is entitled to transfer the right to companies affiliated with him in the sense of § 15 AktG or to grant them a simple right of use to the work results.
- 12.2. Until complete payment and acceptance of the work results, the customer has the right to test the work results as agreed; this does not include the right for operative use (according to section 12.1). This right to test shall expire if the Customer is in default of payment for more than thirty (30) days. A separate reminder by tacterion is not necessary for this.

- 12.3. Item 13.1 does not apply to standard products which are part of the work result. Standard products are the tacterion software as well as products or solutions of third parties which are subject to own license conditions. This includes work results that contain "Open Source Software" or adaptations of this software. Both parties agree to comply with these license terms. The customer's rights to the standard products shall be governed exclusively by their license terms.
- 12.4. The granting of rights according to clause 13.1 does not apply to materials or solutions existing at tacterion (hereinafter "tacterion IP"), including the changes and additions made to them. tacterion retains all rights to tacterion IP at all times. The rights of use granted to the customer for the tacterion IP included in the work results are determined by the contractual purpose on which both parties are based. The isolated use of tacterion IP is excluded.
- 12.5. tacterion is in any case entitled to use the work results, including the know-how acquired during the performance of the services, in particular the concepts, procedures, methods and intermediate results on which the work results are based, without restriction while maintaining its confidentiality obligations.
- 12.6. Insofar as work results which are patentable, utility modelable or designable are produced within the scope of the services provided by tacterion, tacterion may file an application for industrial property rights in its own name and for its own account. tacterion shall grant the customer the right to use the industrial property right together with the work results to the extent required. A separate remuneration for this licence is not to be paid.
- 13 Rights of the customer in case of defects of the trades**
- 13.1. The customer shall notify tacterion of material defects in writing immediately after discovery and describe them concretely and in sufficient detail. Claims for material defects of the customer expire within twelve (12) months after acceptance, unless tacterion has fraudulently concealed the material defect; the statutory limitation period for claims for damages of the customer due to material defects remains unaffected. In the case of partial performance, the period of limitation shall depend on the acceptance of the partial performance concerned. Legal obligations of the customer to give notice of defects remain unaffected.
- 13.2. tacterion can determine the type of supplementary performance at its own discretion. A reasonable possibility of avoiding errors in software ("workaround") provided to the customer by tacterion shall also be considered as supplementary performance if an insignificant error remains under consideration of the workaround. tacterion can also demand that the customer inserts program parts sent to it with corrections ("bug fixes"). tacterion can determine the time of supplementary performance for material defects that do not prevent acceptance at its reasonable discretion.
- 13.3. The customer shall support tacterion in the analysis and correction of the defects to the required extent free of charge. This includes in particular the free provision of documents and information to tacterion to a reasonable extent.
- 13.4. The customer may reduce the agreed remuneration or withdraw from the contract in case of defects preventing acceptance if the subsequent performance has finally failed. The final failure shall be determined taking into account the complexity and circumstances of the remedy of the defect by tacterion, but shall not yet be assumed in every case after two attempts at subsequent performance have failed. The customer shall not be entitled to remedy the defect himself or to involve third parties. Clause 7 of these General Terms and Conditions shall apply to claims for damages by the customer.
- 13.5. tacterion is not responsible for material defects which are based on faulty or incomplete service descriptions and requirements (e.g. in the form of specifications), concepts or faulty services of the customer or third parties used by him, which are specified by or approved by the customer. tacterion is also not responsible for material defects insofar as trades were changed after their acceptance, unless the customer can prove that the defect is not a consequence of the change.
- 13.6. If the defectiveness is based on the use of defective third-party software which tacterion uses for the purpose of providing the service and whose deficiency tacterion is not allowed to remedy itself, tacterion's obligation to remedy the deficiency consists in asserting the claims against the respective licensors.
- 13.7. The customer shall reimburse tacterion for the expenses incurred due to unjustified notifications of defects at the agreed prices in addition to the agreed remuneration.
- 14 Confidentiality and data protection**
- 14.1. The Parties shall keep secret all confidential information of the other Party that comes to their knowledge within the scope of the cooperation, i.e. protect it with due care against unauthorized access. Unauthorized within the meaning of this provision are not the subcontractors and employees of tacterion used in accordance with the contract. The parties undertake to include only those employees or third parties in the cooperation who have previously committed themselves to secrecy in a comparable form.
- 14.2. All information of a party - regardless of its form - which is marked in writing as requiring secrecy or whose need for secrecy clearly results from its nature, in particular trade and business secrets, shall be subject to secrecy. This also includes the conditions of the respective contract.
- 14.3. Information which the Receiving Party can prove to be either (i) generally accessible or has been, (ii) already in the possession of the Party without obligation to maintain secrecy, (iii) independently developed by another Party without use of confidential information or (iv) lawfully acquired the information from a third party who was not obliged to maintain secrecy shall not be considered confidential.
- 14.4. tacterion will fulfil the agreed requirements of the customer regarding data protection and data security. Both parties shall observe the applicable data protection regulations, in particular those applicable in Germany, and shall oblige their employees employed in connection with the contract to observe data secrecy, unless they are already under a general obligation to do so.

- 14.5. Insofar as tacterion processes personal data within the scope of the provision of its services according to this agreement, tacterion will only act on behalf of and at the instruction of the customer. The parties make a separate written agreement on the processing of orders. In order to enable the customer to comply with his obligations under the data protection laws with regard to the use of the tacterion platform by his users, the tacterion platform contains a document which can be called up at any time during the registration process or otherwise and which contains a legally compliant data protection declaration for the tacterion platform. tacterion will make this data protection declaration available to the customer on request for prior verification.
- 14.6. tacterion is entitled to store a copy of the work results and project documents for purely internal purposes, even if they contain information requiring confidentiality. However, this authorization does not imply any obligation, i.e. tacterion cannot reserve any storage capacity beyond the period of project processing. The customer is solely responsible for the storage of his project information and results.
- 14.7. The confidentiality obligations continue to apply after the end of the respective contract.
- 14.8. In case of doubt, existing confidentiality agreements between the parties shall take precedence over the provisions of this clause.

## **15 Termination**

- 15.1. The term and termination rights of the parties are set out in the offer documents.
- 15.2. The right of both parties to terminate a contract for good cause shall remain unaffected. If the reason for termination consists in a breach of a contractual obligation, the terminating party shall set a reasonable deadline for remedying the reason for termination prior to termination by the other party. All circumstances which make further cooperation with the other party unreasonable shall be deemed to be an important reason for termination, in particular default in payment with substantial amounts, business cessation by tacterion or repeated or persistent serious deficiencies in the provision of services or cooperation.
- 15.3. Notices of termination require written form; text form is excluded.
- 15.4. The right of termination of the customer according to § 648 BGB is excluded.