

Terms of Use of the Franka World Platform

A. General provisions

The present terms of use (hereinafter "**Terms of Use**") for the use of the Franka World Platform (hereinafter "**Platform**") and the services and functions provided there (hereinafter "**FE Services**") shall regulate the contractual relationships between you, as the user of the Platform (hereinafter "**User**" or "**you**", "**your**" etc.) and the Platform provider, FRANKA EMIKA GmbH, Infanteriestraße 19, 80797 Munich (hereinafter "**FE**" or "**we**", "**our**", "**us**" etc.).

The Platform is solely intended for transactions between businesses (B2B), which means that the use of the Platform is only allowed to entrepreneurs within the scope of Sec. 14 BGB [German Civil Code]. This means natural or legal persons or partnerships with legal capacity who or which act in the exercise of their already existing commercial or independent professional activity.

You agree that these Terms of Use are binding when you accept them during the registration of an account on the Platform by clicking on the corresponding field. Therefore, we ask that you thoroughly review these Terms of Use and the Privacy Policy of the Platform (available at <https://world.franka.de/privacy>). If, in addition, you are offering your own apps on the Platform, the provisions of the developer agreement that you have separately concluded with FE shall apply in addition.

1. Service portfolio of the Platform

- 1.1 At this point in time, the FE Services include a "STORE" area. The "STORE" area allows you to buy products in the form of (a) FE robots; (b) accessories for FE robots (e.g. grippers, cameras, and connection cables etc.); and (c) apps or feature licenses (hereinafter together referred to as "**Apps**") for controlling FE robots and the associated "software ecosystem" in accordance with the provisions of the respective Apps.
- 1.2 FE robots and accessories for FE robots are offered on the Platform exclusively by FE; Apps, on the other hand, may be offered both by FE as the seller and by Users of the Platform acting as sellers themselves (hereinafter "**Third-party Sellers**"). The seller of the respective product (FE or the Third-party Seller) will always be shown to you in connection with the respective product.

- 1.3 The modalities of the purchase of an app depend decisively on the specific provisions of the respective app. Thus, the offer of Apps on the Platform varies in particular between free and paid Apps. Further information is available in the descriptions and/or terms of use and license of the respective app.
- 1.4 The "STORE" area is available to Users in all signatory states of the Agreement on the European Economic Area (EEA) and in Switzerland.

2. Registration, Account, and Account User

- 2.1 In order to use the Platform and the FE Services, you must first of all create an account on the Platform (hereinafter "**Account**").
- 2.2 The use of the Platform and the FE Services is exclusively intended for transactions between businesses (B2B). This is why only legal persons, partnerships with legal capacity, and natural persons with unlimited legal capacity which and who intend to use the Platform in the exercise of their already existing commercial or independent professional activity. (cf. Sec. 14 BGB) may be Platform users or Account holders. In order to prove this property, Users must, in particular, provide a value added tax identification number (VAT-ID) during registration. The registration of a legal person or a partnership with legal personality must be performed by a natural person who has power of representation, whose name must be provided as the contact of the Account (hereinafter "**Account Contact**") in the context of the registration process and who is authorized to conclude legally binding contracts on behalf of the User.
- 2.3 In order to register an Account on the Platform, you will have to complete the registration process on the Platform and provide the required information (company name, VAT-ID and, if applicable, customer number) and the required information on the Account Contact (first and last name and email address). Once you have entered this information, you may send us your registration request. Once we have received your registration request, you will receive an automatic confirmation of the receipt of your registration request by email. In addition, we will send you a link in this context via which you can create a password for your Account. A successful registration is only possible if you create a password. Once you have created a password and once we have verified your information, we will unlock your Account. A right to registration does not exist. We reserve the right to refuse your registration request at our own discretion.

- 2.4 The Account Contact named in the context of the registration pursuant to section 2.2 may be changed in the Account settings after the successful registration; however, an Account Contact must be provided for each Account at all times. Furthermore, after the successful registration, the Account Contact may add additional persons (e.g. employees) to your Account who will be authorized to use your Account and to make orders on your behalf in the "STORE" area (hereinafter "**Account User**"). You assure and guarantee that all the Account Users will be subjected to the obligations in accordance with the provisions of these Terms of Use and that they are respectively authorized to conclude contracts with FE.
- 2.5 The required data that you provide when registering the Account or adding Account Users must be complete and truthful. If said data changes after the registration of the Account or the addition of Account Users, you are obligated to update the respective data immediately. If you provide incorrect data or fail to update data without undue delay, FE shall be entitled to exclude you and/or individual Account Users from the further use of the Platform and the FE Services.
- 2.6 The respective Account is not transferable.
- 2.7 You are obligated to carefully protect your Account by keeping your password confidential and/or ensuring that the Account Users keep their respective passwords confidential. You assure and guarantee that you will not disclose your password to any third party and that you will not keep and/or store it at a location where it can be copied or used by other persons. If you suspect that another person knows your password, you are obligated to immediately change your password and to notify FE accordingly. You assure and guarantee that you will subject all the Account Users to the same obligations.
- 2.8 You shall be responsible for any acts that are performed on the Platform by means of a password associated with your Account (in particular, the upload of products, the conclusion of contracts for products on the Platform, and the upload of reviews and product ratings), even if you have not authorized or intended the respective act. You shall be liable for any damage caused through the use of passwords associated with your Account unless you are not responsible for the act causing the damage.

3. No unlawful or prohibited use

You are responsible for ensuring and guarantee that you will only use the Platform and the FE Services in accordance with these Terms of Use. You are not entitled to use the Platform or the FE Services in a manner that might interfere with, damage, disable, and/or overburden the Platform, the FE services, our servers, and/or the connected networks and/or interfere with other User's use of the Platform. You are prohibited from performing (or attempting to perform) the following acts:

- (a) gaining unauthorized access to the Platform, the FE Services, other Accounts, the computer systems, or networks connected to a server of the Platform or of FE by means of hacking, spying for passwords, or in any other manner, and circumventing technical protection measures;
- (b) obtaining material or information in a manner that is not expressly intended by the Platform or the FE services;
- (c) using the Platform and the FE Services in a manner that infringes applicable law or third-party rights; and
- (d) editing, remodeling, adapting, translating, copying, adjusting, publishing, decompiling, disassembling, or reverse engineering the Platform (or parts thereof) or the FE Services (or parts thereof), unless such acts are expressly allowed by applicable law (in particular in accordance with the provisions of Sec. 69d or 69e UrhG [German Copyright Act]) or by the provisions of these Terms of Use.

4. Reviews, product ratings, and other modalities

- 4.1 You may submit reviews and/or product ratings for the products that are offered on the Platform and that you have purchased.
- 4.2 You are responsible for ensuring that none of the reviews and/or product ratings submitted via your Account violate any applicable laws or third-party rights. We do not review the reviews and/or product ratings of the Users and/or Account Users before they are published on the Platform. The reviews and product ratings represent the opinion of the User publishing the respective content and not the opinion of FE. FE does not adopt such content as its own.

4.3 By submitting your review and/or product rating via your Account, you assure and guarantee that you hold all the intellectual property rights to the respective review and/or product rating that are required in the context of the use of the FE Services on the Platform.

5. Locking of the Account, blocking of Account Users, removal of reviews and product ratings, and cancellation

5.1 If your use of the Platform and/or the FE Services violates applicable law, third-party rights, or the provisions of these Terms of Use, and if we gain knowledge of such violations or if FE has another legitimate interest, we shall be entitled (a) to remove individual reviews and/or product ratings; (b) to provide you with a warning; (c) to temporarily or permanently lock your Account; (d) to temporarily or permanently exclude individual Account Users from using the Platform and/or the FE Services; (e) to provide information to potential rightholders; or (f) to take other appropriate measures.

5.2 FE shall be entitled to permanently lock an Account if you (a) have provided incorrect user data; (b) have transferred your Account or granted access to third parties; (c) have repeatedly violated these Terms of Use; or if (e) there is another good cause. The same shall apply accordingly to the blocking of the access of individual Account Users.

5.3 The temporarily or permanently blocked User or Account User must not use the FE Services via another existing or newly registered Account or Account User access.

5.4 You may cancel your Account at any time by sending an email to support@franka.de. Furthermore, you may exclude individual Account Users from accessing your Account. To this end, the Account Contact must send a corresponding notification by email to support@franka.de. After receiving said notification, we will lock access to your Account for the respective Account User.

6. Intellectual property rights and license

6.1 By uploading reviews and/or product ratings to the Platform via your Account, you grant FE a free, non-exclusive, global right of use with regard to the reviews and/or product ratings and edits to them exclusively for the purpose of use and advertisement in connection with the FE Services (or parts thereof) and of the operation of the Platform (or parts thereof). This includes in particular the right to copy and distribute the reviews and/or product ratings or to communicate them to the public, regardless of the carrier and the medium, online or

offline, and the right to edit them. The rights of FE to the reviews and/or product ratings shall expire once you remove the respective reviews and/or product ratings from the Platform.

6.2 We are the proprietors and/or licensees of all the intellectual property for the Platform and the FE Services, including the software and systems the FE Services are based on and the texts, graphics, logos, icons etc.

6.3 Unless you are authorized in accordance with the use allowed by applicable law or are expressly authorized by the provisions of these Terms of Use, you must not use, adapt, copy, store, disclose, print, display, execute, publish, and/or process any part of the Platform or the FE Services in any manner without obtaining our prior written consent.

7. Limitation of liability

7.1 For paid FE Services, the liability of FE shall be limited as follows:

- (a) FE shall be fully liable for damages in case of intent or gross negligence.
- (b) A liability in case of simple negligence shall only exist in case of damages arising from injury to life, limb, and health or from the breach of a material contractual duty, the fulfillment of which makes the proper execution of the contract possible in the first place or the breach of which jeopardizes the achievement of the contractual purpose and in the fulfillment of which the User regularly trusts (so-called material obligation). In case of the negligent breach of material obligations, the liability shall be limited to the foreseeable damages typical of this type of contract.
- (c) The above provisions shall not affect the liability if FE has maliciously concealed a defect or guaranteed a quality or if the buyer is entitled to claims under the German Product Liability Act.
- (d) The liability for loss of data shall be limited to the typical recovery efforts that would have resulted if back-up copies were regularly created.

7.2 In case of free FE Services, FE shall only be liable in case of intent or gross negligence.

7.3 The liability of the legal representatives, employees, and agents of FE shall not go beyond the liability of FE itself, as set forth in this section 7.

8. Indemnity

8.1 You undertake to indemnify us and our executives, employees, representatives, and agents to a reasonable amount from any claims and lawyer or court fees caused by such claims if such claims and/or fees are based on one of the following legal or contractual violations on your part:

(a) The violation of any provision of these Terms of Use committed by you and/or your Account Users.

(b) The third-party complaint that the reviews and/or product ratings submitted by you and/or your Account Users in the context of the use of the FE Services violate applicable law, third-party intellectual property rights (e.g. copyrights and ancillary copyrights, patents, trademarks, company symbols, work titles, or designs), or other rights (e.g. general personal rights or the right to one's own image).

8.2 If such claims are being asserted, you shall be obligated to provide to us any information necessary for assessing the claims and for a potential legal defense promptly, truthfully, and completely.

8.3 This section 8 shall continue to apply beyond the existence of these Terms of Use.

9. Data protection and security of information

9.1 The protection of your data is very important to us. Please read our Privacy Policy (available at <https://world.franka.de/privacy>) if you would like to know how we handle your personal data.

9.2 FE takes all appropriate and reasonable measures to protect its Users. In particular, FE uses encryption methods for the transfer and storage of data. Nevertheless, you are also required to take precautions to ensure that the process by which you access the Platform and use the FE Services does not expose you to the risk of viruses, computer malware, or other adverse effects on your computer system.

10. Links to other websites

- 10.1 We do not accept any liability for the content or data protection practices of websites linked to from the Platform.
- 10.2 Unless we expressly declare the contrary, these links shall not mean that we confirm, authorize, or recommend the owners or operators of the linked websites or any information, graphics, material, products, or services mentioned or included on the linked websites.

11. Right to change these Terms of Use

We are entitled to change these Terms of Use if there are essential changes to the technical aspects of the Platform and/or the FE Services or if individual provisions become invalid due to changes to the law or case law, if the User can reasonably be expected to accept the respective changes to these Terms of Use. The User shall be notified in advance, in writing or per email, of such changes or amendments. If the User does not object in text form to such changes or amendments within six (6) weeks as of the receipt of the respective notification, the respective changes or amendments shall be considered accepted by the User. At the time of the notification, we will expressly point out this fact to you.

12. Applicable law, place of jurisdiction, and severability clause

- 12.1 These Terms of Use, their interpretation, and any disputes arising from or in connection with these Terms of Use shall be governed exclusively by German law; any choice of law or international private law provisions dictating the applicability of laws of another legal system than the German one shall be excluded. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG and the Vienna Convention) shall be excluded.
- 12.2 The Regional Court of Munich I shall have exclusive jurisdiction for any disputes arising directly or indirectly from or in connection with these Terms of Use.
- 12.3 Should one of the provisions of these Terms of Use prove to be invalid, unenforceable, or unlawful, the full validity of the remainder of the provisions shall remain unaffected. In such a case, the contractual parties shall be obligated to cooperate in the creation of provisions through which a result that, from an economic point of view, comes as close as possible to

the invalid provision can be achieved in a legally valid manner. The above provision shall apply accordingly to the closing of any potential contractual gaps.

B. Special provisions for the purchase of products via the Platform

1. Conclusion of a contract on the purchase of a product, offer, and acceptance

1.1 The user who intends to purchase a product via the "STORE" area (hereinafter "**Customer**") must perform the following steps on the Platform:

- (a) The presentation and advertising of products on the Platform merely constitute a suggestion for the Customer to make an offer for the conclusion of a contract (order).
- (b) First of all, the Customer can select the offered products that he intends to buy in the "STORE" area, determine the quantity, and add them to the shopping cart by clicking on the respective button. In the cart view, the Customer can change the quantity of the selected products or remove products by clicking on the respective buttons. Furthermore, the Customer may terminate the ordering process at any time by stopping the entire ordering process. Before the Customer can submit the order via the respective button, the Customer must provide the necessary information (contact details, billing address, and, if applicable, a deviating delivery address).
- (c) Once the order has been successfully submitted to FE, a window confirming the receipt of the order will open. Said window gives the Customer the option to download a copy of the order as a PDF document. In addition, the Customer is provided with an individual order number.

Furthermore, the Customer receives a confirmation email from FE in which FE confirms the receipt of the order. The confirmation email does not constitute an acceptance of the Customer's order (offer within the scope of Sec. 145 BGB [German Civil Code]), but is only provided for information purposes.

- (d) The acceptance (Sec. 147 BGB) of the Customer's order is provided by email by means of a separate delivery confirmation. In case of offers of Third-party Sellers, FE will send the delivery confirmation as an agent (Sec. 164 BGB) on behalf of the Third-party Seller.

- 1.2 Depending on the supplier of the product, each purchase of a product via the "STORE" area constitutes an electronic contract between (a) the Customer and FE; or (b) the Customer and the respective Third-party Seller of the respective product. For Apps, please see the provisions of Part B, section 4.
- 1.3 When the Customer submits an order, the text of the contract is stored by FE and provided to the Customer in text form along with these Terms of Use after the submission of the order. In case of offers of Third-party Sellers, FE will perform this step as an agent (Sec. 164 BGB) on behalf of the Third-party Seller.

2. Product price, payment, offsetting, and right of retention

- 2.1 The product price to be paid by the Customer (final price and delivery costs) is shown to the Customer before the order is submitted.
- 2.2 The payment option available to the Customer is payment in the form of an advance payment. In case of contracts with FE, the Customer makes the payment to FE, while in case of contracts with Third-party Sellers, the customer makes the payment to a payment service provider mandated by FE.
- 2.3 Offsetting by the Customer shall be excluded unless the Customer's counter-claims have been finally established, are ready to be decided, or are undisputed.
- 2.4 Rights of retention and/or refusal to pay of the Customer shall be excluded unless the Customer's counter-claims are undisputed or have been finally established.

3. Delivery

3.1 Delivery of FE hardware and FE accessories

The Customer can select whether he wants FE to deliver the FE hardware and/or FE accessories purchased in the "STORE" area or whether the Customer wants to pick them up himself.

3.2 Delivery of Apps

All Apps (i.e. both our apps and those of Third-party Sellers) will be provided to the Customer per email.

4. App use

4.1 License to use Apps

- (a) You require a license in order to use the Apps. Said license is provided to you either by FE or by the respective Third-party Seller providing the app, depending on whether the app is an app obtained from and licensed by FE (hereinafter "**FE App**") or an app obtained from and licensed by a Third-party Seller (hereinafter "**Third-party App**").
- (b) If you do not agree to the provisions of the respective license agreement for an app, you will not be allowed to use the app.
- (c) When you purchase a Third-party App via the "STORE" area, you conclude a separate contract with the respective Third-party Seller providing the Third-party App. In this case, FE acts only as an agent of the Third-party Seller and is itself not a party to the contract regarding the purchase of the Third-party App or to the corresponding license agreement between you and the Third-party Seller. The Third-party Seller of a Third-party App is solely responsible for the content of the respective Third-party App, the respective warranty, and other claims that you might have with regard to the Third-party App.

4.2 Test access

We or the Third-party Sellers offer free test and other limited app versions for some Apps, giving you the option to view and test the Apps before you purchase the respective full version. These test and other limited app versions have limited functions, use is authorized for a limited period of time, or other limitations may apply. Further information is available in the respective app description and the corresponding license provisions of the app.