

FutureDrop, Inc.
General Terms and Conditions for
Warranty Extension, Support and Maintenance



1. SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions (the **"GTC"**) apply exclusively to warranty extension, support and maintenance services on products, including hardware components, spare parts, and consumables that were sold by FutureDrop Inc. (**"FutureDrop"**), to the customer (the **"Customer"**), each, a **"Party"** and together the **"Parties"**) under an agreement in writing between the Parties (the **"Products"**).
- 1.2. Notwithstanding Section 1.1 above, the GTC shall not apply to the sale and delivery of Products provided by FutureDrop, which shall be governed by FutureDrop's General Terms and Conditions of Sale (the **"Sales Terms"**), provided that their application in connection with the relevant Product has been agreed in writing between the Parties.

2. COMPONENTS OF THE SERVICE CONTRACT

- 2.1. Unless otherwise agreed in writing, FutureDrop will provide a quote for the services regarding the concerned Products which may include FutureDrop's official price list (the **"Price List"**) and other documents that will become part of the quote (the **"Quote"**). The Quote will be valid for thirty (30) days from the date of the Quote and will expire thereafter without further notice.
- 2.2. If the Customer notifies FutureDrop in writing within the 30-day period set out in Section 2.1 above that the Quote is acceptable to the Customer, FutureDrop will provide the Customer with a service contract based on the Quote which shall, if signed by both Parties, constitute a binding service contract between the Parties (the **"Service Contract"**).
- 2.3. These GTC, FutureDrop's official price list (the **"Price List"**) and, if applicable, the data processing agreement referred to in the Service Contract (the **"Data Processing Agreement"**), shall form integral parts of the Service Contract.
- 2.4. In the event of contradictions between the various components of the Service Contract, the following order of precedence shall apply: (1.) The Service Contract without the GTC, the Price List and the Data Processing Agreement, (2.) these GTC, (3.) the Price List and (4.) the Data Processing Agreement, unless explicitly agreed otherwise between the Parties. Notwithstanding the preceding sentence, Sections 8, 9, 10, 11, 15 and 16.12 of these GTC will always take precedence over all other provisions of the Service Contract.
- 2.5. Each Party warrants that it has all the necessary powers and authorizations to enter into the Service Contract and that the conclusion of the Service Contract does not breach any law or agreement by which it is bound.
- 2.6. Once the Service Contract has been concluded in accordance with the above provisions, it is binding on each Party. Withdrawal or termination is not possible unless explicitly stipulated otherwise in the Service Contract. Mandatory provisions of the applicable statutory law remain reserved.
- 2.7. Unless otherwise agreed in a writing signed by an authorized officer of FutureDrop, the Service Contract constitutes the entire agreement and understanding of the Parties in relation to the sale and delivery of the Products and services connected thereto, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, including but not limited to the Quote. The Service Contract supersedes any of the Customer's general terms and conditions regardless of whether or when Customer has submitted its purchase order or such terms. FutureDrop expressly rejects the Customer's general terms and conditions, and fulfillment of the Customer's order does not constitute acceptance of any of the Customer's terms and conditions or serve to modify or amend the Service Contract.
- 2.8. The Parties may enter into multiple Service Contracts regarding Products. Except as stated herein, each individual Service Contract shall be independent of any other Service Contract.

3. SERVICES

- 3.1. The scope and content of the services to be provided by FutureDrop for the warranty extension, support and maintenance of the Products concerned are set out in the applicable Service Contract (the **"Services"**).
- 3.2. Any change to the agreed Services requested by the Customer must be agreed between the Parties in writing. FutureDrop has no obligation to comply with a change requested by the Customer.
- 3.3. In the event of a problem with one or more Products covered by the Service Contract (the **"Incident"**), the Customer shall be entitled to send a corresponding request to FutureDrop in accordance with the provisions of the Service Contract (the **"Request"**). Unless otherwise agreed in the applicable Service Contract, Requests must be sent by the Customer to the telephone number or e-mail address defined by FutureDrop. Otherwise, FutureDrop is not obliged to answer the Request. If the Customer wishes Requests to be handled by a third-party provider commissioned by the Customer, this must be agreed in the Service Contract or approved in advance and in writing by FutureDrop. In addition, the Customer must provide FutureDrop with the details of the third-party provider's contact person in advance and in writing. Otherwise, FutureDrop is not obliged to respond to the Request.
- 3.4. The Request must relate to problems with the Product covered by the corresponding Service Contract, including hardware or software components. FutureDrop is not obliged to respond to Requests relating to other products or areas, in particular concerning products, hardware or software from third-party companies. Alternatively, FutureDrop may

- invoice the Customer additional charges for the associated expenses incurred by FutureDrop in accordance with the applicable Price List.
- 3.5. Requests are processed by FutureDrop from Monday to Friday from 8.00 – 12.00 and 13.15 – 17.00 Eastern Time Zone (ET) (the **"Service Hours"**). Official public holidays at the place of business of FutureDrop and other days on which FutureDrop employees do not work are excluded from the Service Hours. The applicable Service Contract may specify different Service Hours.
 - 3.6. Upon receipt of a Request from the Customer, FutureDrop shall process the Request during the Service Hours and within the applicable response time in accordance with the Service Contract applicable to the Product concerned.
 - 3.7. The relevant response time begins upon confirmation of receipt of the Request by FutureDrop. Further provisions may be set out in the applicable Service Contract.
 - 3.8. Services are provided at the discretion of FutureDrop by e-mail, telephone, remote access or other means. The Customer is obliged to provide FutureDrop with remote access if required. In this case, the Customer shall grant FutureDrop's support personnel the right to access the Customer's data insofar as this is necessary for the provision of the required Services at the sole discretion of the support personnel. It also ensures that the relevant Services of FutureDrop do not breach applicable law (in particular data protection law).
 - 3.9. The Service Contract applicable to the Product concerned determines whether and to what extent the Services and any associated costs such as travel and accommodation costs incurred by FutureDrop are already covered by the Service Fees or result in Additional Fees.
 - 3.10. If the number of Requests from the Customer in a calendar month exceeds the maximum figure agreed in the applicable Service Contract, FutureDrop shall be entitled to charge the Customer for each additional Request in accordance with the applicable Price List, unless the Request was caused by an error or defect for which FutureDrop is responsible. If no maximum number of Requests has been agreed between the Parties, more than five Requests per calendar year will result in additional fees. This also applies in cases in which the Customer's Requests result in costs for FutureDrop that exceed ten hours per Product and per calendar year.
 - 3.11. The Customer is provided with newsletters from time to time and has access to up-to-date documentation relating to the relevant Products. FutureDrop shall determine the content and scope of the documentation at its own discretion.
 - 3.12. FutureDrop shall carry out annual preventive maintenance on site for the Products covered by the Service Contract, insofar as this is provided for in the applicable Service Contract or is requested by the Customer. This is to ensure that errors and other problems can be avoided as far as possible. The scope and content of preventive maintenance shall be determined at the discretion of FutureDrop. Whether or not the corresponding Services of FutureDrop are covered by the Service Fees is determined by the applicable Service Contract. Notwithstanding the above provisions, however, no Product repairs are covered by FutureDrop's preventive maintenance work and must be paid for additionally by the Customer, unless explicitly otherwise provided in the applicable Service Contract.
 - 3.13. The applicable Service Contract may state that the Customer will receive an extension of the applicable warranty for one or several specific Products. However, an extension of this kind will expire at the latest ten years after delivery of the corresponding Product, irrespective of any provisions to the contrary in the Service Contract. In addition, an extension of the warranty beyond five years after the delivery of the corresponding Product requires annual extensions to the duration of the warranty with an extension period of a maximum of 12 months in each case. Generally, an extension of this kind will be granted by FutureDrop in cases where the Customer has had the relevant Product serviced and maintained by FutureDrop without interruption for the entire period from the date of commissioning. FutureDrop decides at its own discretion whether to grant each 12-month extension.
 - 3.14. The applicable Service Contract may specify that the Customer is provided with a replacement Product for free for a certain time in case a Product is in the context of warranty services not available to the Customer for more than two weeks, provided that in such cases the Customer shall enter into an additional lending agreement between the Parties governing the concerned Product. Moreover, the applicable Service Contract may state that rental Products should be made available to the Customer on advantageous terms. The rental of Products is governed by separate terms and conditions.
 - 3.15. FutureDrop shall provide the Customer with updates concerning the software and firmware contained in the Products from time to time and shall inform the Customer accordingly via software release notes. FutureDrop shall offer the Customer assistance with the installation of updates and shall provide training in relation to new features or other changes. The applicable Service Contract determines whether and to what extent these Services of FutureDrop are to be paid for additionally by the Customer.
 - 3.16. FutureDrop reserves the right not to provide Services or to charge the Customer additional fees for these Services if:
 - the Product concerned has been modified by the Customer or a third party without the prior consent of FutureDrop;
 - the Product has been damaged as a result of an attempt by the Customer or a third party to carry out modifications or to remedy defects without the prior consent of FutureDrop;

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- the problem was caused by third-party software or hardware, by negligence on the part of the Customer or a third party, or by other circumstances beyond FutureDrop's control;
 - the Customer has not duly paid all service fees due at the time when FutureDrop was to provide Services, i.e. in particular if FutureDrop invoices have not yet been paid.
- 3.17. The Services may be temporarily unavailable from time to time due to maintenance work or for other reasons beyond FutureDrop's reasonable control. FutureDrop shall make reasonable efforts to inform the Customer of any planned unavailability of the Services.
- 3.18. FutureDrop shall be entitled to engage third parties to provide the Services under the Service Contract without requiring the Customer's consent. Upon request, FutureDrop shall inform the Customer of any third parties involved and shall ensure that such third parties enter into a confidentiality agreement with similar provisions as set out in Section 12 below and, if required by applicable law, an appropriate data processing agreement in accordance with applicable law, insofar as these third parties process the personal data of the Customer.

4. FEES AND PAYMENT

- 4.1. Unless otherwise expressly agreed in writing, the prices listed in the Service Contract for the provision of Services (the "**Service Fees**") are in United States Dollars (USD). The Service Fees are specified individually for each Product in the Service Agreement.
- 4.2. Any Services provided by FutureDrop at the Customer's request in connection with products that are not explicitly covered by the Service Fees under the terms of this Service Contract shall be payable by the Customer in addition to the Service Fees (the "**Additional Fee**"). An Additional Fee may be incurred, for example, due to activities carried out by FutureDrop in the event of a warranty exclusion or additional installation or training services. It shall be charged on a time and material basis unless otherwise agreed in writing between the Parties. The hourly rates for Services and costs of materials are based on the applicable FutureDrop Price List.
- 4.3. Section 4.2 above shall also apply if no prices are stated in the corresponding Service Contract for a service.
- 4.4. The Service Fees and the Additional Fees do not include any customs, shipping, and insurance costs, value added tax, sales tax or other taxes ("**Taxes**"). Customer shall be responsible for such Taxes.
- 4.5. The Service Fees are due twelve months in advance. The Additional Fees are due upon conclusion of the corresponding Services, subject to any deviating agreement in the applicable Service Contract.
- 4.6. The Service Fees and the Additional Fees are due for payment in full and without deductions within 30 days of the invoice date.
- 4.7. If the Customer defaults on a payment, and such failure continues for a period of five working days, without waiving any other rights under any Service Contract or at law, FutureDrop shall be entitled to (i) withhold performance of all pending Service Contracts until Customer has paid all amounts due to FutureDrop or (ii) terminate any Service Contract with the Customer. FutureDrop reserves all further rights under the contract or at law in the event of a payment default.
- 4.8. Unless otherwise specified in the Service Contract, all fees under this Service Contract are non-refundable and there shall be no reimbursements or credits for unused periods.

5. INTENDED USE

- 5.1. The Products may only be operated or used by the Customer in accordance with the purposes, specifications and areas of application set out in the product description issued by FutureDrop (the "**Intended Purpose**"). Unless specifically agreed in writing, the Products may not be modified or combined with other products or components.
- 5.2. Notwithstanding the generality of Section 5.1 above, the Customer acknowledges and agrees that it (i) shall not use the Products in the area of coatings for wearable optics (the "**Field**"), (ii) shall not be provided with services by FutureDrop in the Field, and (iii) shall not use Products or Services provided by FutureDrop outside the Field intending to operate within the Field.
- 5.3. Any violation of any of Sections 5.1 or 5.2 above shall void any and all warranties of FutureDrop with respect to the relevant Product and shall entitle FutureDrop to terminate any or all agreements between the Parties with immediate effect.

6. COMPLIANCE WITH LAW

In operating and maintaining the Products, the Customer shall comply with all applicable laws, regulations, and ordinances. The Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. The Customer shall comply with all export and import laws of all countries involved in the sale of the Products under the Service Contract or any resale or other transfer of the Products by the Customer. The Customer assumes all responsibility for procuring any government import clearance, registration, license or approval that may be required to own or operate the Products.

7. REPORTING OBLIGATIONS

- 7.1. Without prejudice to any reporting obligations imposed by applicable law, the Customer shall promptly give FutureDrop written notice of any malfunction, failure or negative change in the characteristics or performance of any Product. The Customer shall also promptly give

FutureDrop written notice of any inadequacy of the labeling or operating instructions of a Product.

- 7.2. The Customer shall report all incidents, near-incidents and recalls relating to the Customer's operation or maintenance of the Products to the competent authorities in accordance with the requirements of applicable law and shall promptly provide FutureDrop with a copy of the report.
- 7.3. Not later than three working days of becoming aware of any claim asserted by a third party (including any governmental authority) in relation to any Product, the Customer shall give notice to FutureDrop of such claim, providing copies of any written notice, demand or similar communication received by the Customer.
- 7.4. The Customer shall provide FutureDrop each of the notices and reports required pursuant to Sections 7.1, 7.2, and 7.3 above no later than three (3) days after the Customer becomes aware of the facts giving rise to its obligation.

8. WARRANTY AND EXTENDED WARRANTY

- 8.1. FutureDrop warrants that the support Services shall be provided with due care, skill and expertise and in accordance with applicable laws and regulations.
- 8.2. FutureDrop's warranties and their duration with regard to Product defects are governed by the Sales Terms of the concerned Product. The relevant Service Contract may specify an extended warranty period for defined Products. In such a case, the warranties and remedies of the relevant Sales Terms shall be applicable to the concerned Product for the extended warranty period.
- 8.3. The Customer's remedies in the event of a breach of warranty by FutureDrop shall be limited to damages within the scope of the limitations of liability under the applicable Service Contract and to extraordinary termination if the necessary conditions set out in the Service Contract are met.
- 8.4. The above provisions of this Section 8 conclusively define FutureDrop's warranties and the Customer's rights in the event of any breaches thereof. All further warranties, in particular any existing statutory warranties, as well as the corresponding rights and legal remedies of the Customer, are hereby explicitly excluded.
- 8.5. In particular, all warranties by FutureDrop in connection with the legal and regulatory conformity of the Products are excluded, unless explicitly stipulated otherwise in the corresponding Service Contract. The Customer alone is responsible and liable for ensuring that use of the Products in the specific area of application and territory complies with the statutory regulations.
- 8.6. The warranties set forth in Section 8.1 above shall not apply to any Products that (i) have been subject to improper commissioning, handling, installation, or operation; misuse, neglect; (ii) have been damaged by accident; (iii) have defects that are the result of ordinary wear and tear, unless specifically otherwise provided in the applicable Service Contract; (iv) have been used with accessories, devices, consumables (including without limitation reagents), spare parts or software not provided or approved in writing by FutureDrop; (v) have been maintained (other than routine maintenance by the Customer) or repaired by anyone not approved in writing by FutureDrop; or (vi) have been modified by anyone without FutureDrop's prior written authorization.
- 8.7. Notwithstanding the provisions of Sections 8.1 and 8.6 above, FutureDrop does not warrant that the use of the Software or any other software related to the Products will be uninterrupted or error-free. FutureDrop also disclaims any warranty with respect to software provided by third parties or any open-source components of any Software.
- 8.8. FutureDrop makes no warranty that the Products will conform to requirements of applicable law, unless explicitly stipulated otherwise in the Service Contract. The Customer alone is responsible and liable for ensuring that use of the Products in the specific area of application and territory complies with applicable law.
- 8.9. Unless otherwise stipulated in the corresponding Service Contract, the warranty period for all Products shall be twelve months from delivery (the "**Warranty Period**").
- 8.10. The Customer shall notify FutureDrop of any warranty claim during the Warranty Period within ten (10) days from the time when the Customer became aware or exercising due care should have become aware of a defect and shall upon FutureDrop's request provide reasonable evidence of the defect and give FutureDrop a reasonable opportunity to examine the Products. If the Customer fails to inform FutureDrop in due time of any defects, any warranty claims regarding such defects shall be excluded. When submitting a warranty claim to FutureDrop for a Product of the "Certus" product group in the context of return shipments, the Customer must enclose a decontamination confirmation in accordance with FutureDrop's documentation for the Product. If the Customer fails to provide such decontamination confirmation, all warranty claims shall be excluded.
- 8.11. If FutureDrop accepts Customer's warranty claim, FutureDrop will in its discretion repair or replace a defective Product. In the event that a repair has failed to cure the defect ninety (90) days or more from when such repair was first attempted, or a replacement Product fails at least three times, FutureDrop will instead refund to Customer the purchase price for the defective Product, minus the value of the use of the Product prior to its defect, calculated by FutureDrop using straight-line depreciation based on the Purchase Price from when the Product was first put into useful operation until the time of its defect, provided that Customer shall first return the Product as instructed by FutureDrop, at FutureDrop's risk and expense.

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8.12. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS CONTAINED IN THIS SECTION 8 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CUSTOMER FOR ANY WARRANTY CLAIM. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS SECTION 8, FUTUREDROP HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM A COURSE OF DEALING, CUSTOM OR TRADE AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS WITH RESPECT TO THE PRODUCTS AND SOFTWARE FURNISHED BY FUTUREDROP HEREUNDER. Certain jurisdictions do not permit the disclaimer of certain warranties, so this limitation may not apply to the Customer.

9. LIABILITY

- 9.1. IN NO EVENT SHALL FUTUREDROP BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES RESULTING FROM FUTUREDROP'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE PURCHASE CONTRACT OR THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS SOLD, AND SOFTWARE PRODUCT LICENSED, PURSUANT HERETO OR ANY DAMAGES BASED ON THE ANALYSIS RESULTS GENERATED BY THE CUSTOMER USING THE PRODUCTS OR THE SOFTWARE. WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FUTUREDROPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 9.2. IN NO EVENT SHALL FUTUREDROP'S LIABILITY EXCEED 20% OF THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT PAID BY THE CUSTOMER UNDER THE APPLICABLE SERVICE CONTRACT IN THE FIRST CONTRACTUAL YEAR.
- 9.3. The limitation of liability set forth in Section 9.2 above shall not apply to (i) liability resulting from FutureDrop's gross negligence or willful misconduct and (ii) death or bodily injury resulting from FutureDrop's acts or omissions.
- 9.4. ANY LAWSUIT BY THE CUSTOMER FOR BREACH OF THE PURCHASE CONTRACT AGAINST FUTUREDROP MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE WHEN THE CAUSE OF ACTION ACCRUES OR, IN THE CASE OF AN ACTION FOR WARRANTY CLAIMS UNDER SECTION 8 ABOVE, WHEN THE CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT. Lawsuits not filed within this one (1) year period are barred. This provision is intended to shorten the statute of limitations to the maximum extent permitted by law.

10. INDEMNIFICATION

The Customer shall indemnify and hold harmless FutureDrop and its affiliates and their respective officers, directors, employees and agents from any damages, losses, claims, actions, penalties, or judgments (the "Claims") resulting from the Customer's breach of any provision of this Service Contract or Customer's or its personnel's negligence. If the Customer transfers a Product to a third party, the Customer shall also indemnify and hold FutureDrop harmless from any Claims arising out of the transferee's acts or omissions that would be the Customer's breach of Section 5.1 or 5.2 above.

11. INTELLECTUAL PROPERTY

- 11.1. FutureDrop and its licensors are and shall remain the sole and exclusive owners of all intellectual property rights in and to all Products sold and to all Software Products licensed hereunder and any related specifications, instructions, documentation or other materials, and any and all improvements thereto, including, but not limited to, all related copyrights, patents, trademarks and other intellectual property rights, subject only to the License granted under the applicable Sales Terms. Customer does not and will not have or acquire any other intellectual property rights in or to any Product.
- 11.2. All copyrights and other intellectual property rights to any services performed by FutureDrop, and to any deliverables or other works created by FutureDrop under the Service Contract or in performing such services shall vest in and shall remain the sole property of FutureDrop.
- 11.3. Except for the licenses specifically granted by FutureDrop under the Sales Terms and, if applicable, the EULA, the Service Contract is not intended to and does not, grant or transfer any ownership or any other rights including any intellectual property rights, with respect to any Product or Software Product to the Customer.
- 11.4. All rights, including without limitation, all intellectual property rights, in and to all suggestions, enhancement requests, feedback, recommendations or other information communicated by the Customer with respect to any Product or Software Product that is subject to the Service Contract or that was communicated to FutureDrop in contemplation of the Service Contract ("Feedback") shall be owned exclusively by FutureDrop and shall be FutureDrop's Confidential Information. To the

extent any rights to such Feedback do not automatically vest in FutureDrop, the Customer hereby, on behalf of itself and any of its representatives who provided such Feedback on behalf of the Customer, assigns any and all such rights irrevocably to FutureDrop and agrees, at FutureDrop's request, to promptly take or cause its representatives to take all actions deemed reasonably necessary by FutureDrop to effectuate the transfer or registration of such rights, including without limitation the execution of any necessary instruments.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1. "Confidential Information" within the meaning of the Service Contract includes all information which one Party (the "Disclosing Party") provides or has already provided to the other Party (the "Receiving Party") in connection with or in contemplation of the Service Contract, regardless of the form in which it was transmitted, provided that this information has been clearly marked as "confidential". Without this marking, the information provided is never Confidential Information, unless otherwise stipulated in the Service Contract. Quotes issued by FutureDrop and related documents shall notwithstanding the foregoing provisions always be deemed Confidential Information of FutureDrop.
- 12.2. Information shall not be regarded as Confidential Information
- if it is generally known at the time it was disclosed to the Receiving Party;
 - if the Receiving Party already knew the information when it was disclosed to it by the Disclosing Party and did not learn it from a party that was under a duty of confidentiality with respect to the information; or
 - if the Receiving Party developed the information independently without using Confidential Information of the Disclosing Party.
- 12.3. The Receiving Party shall protect the Confidential Information from unauthorized disclosure using the same level of care as it would use to protect its own proprietary and confidential information from unauthorized disclosure and in no event a lesser level of care than that of a reasonably prudent person. The Receiving Party shall not use the Confidential Information for any purpose except to perform its obligations under this Agreement and shall not disclose or copy the Confidential Information without the Disclosing Party's prior written authorization.
- 12.4. The confidentiality obligations pursuant to this Section 12 shall apply for a period of five (5) years after conclusion of the corresponding Service Contract.
- 12.5. If the Parties conclude a separate written confidentiality agreement the provisions of that agreement shall prevail.
- 12.6. In processing personal information it receives from the other Party, each Party shall comply with all applicable laws regarding data protection.

13. FORCE MAJEURE

- 13.1. No Party shall be liable for any loss resulting from its delay or failure to perform, and shall not be deemed to have defaulted under or in breach of the Service Contract, if its failure or delay in performing any of its obligations (except obligations to make payments hereunder) is caused by or results from any circumstance, direct or indirect, reasonably beyond the control of such Party (the "Impacted Party") including, without limitation, acts of God, fire, flood, accident, explosion, or mechanical breakdown; strike or other labor trouble; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; embargoes or blockades in effect on or after the date of the Service Contract; epidemics or pandemics; national or regional emergency; telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space; inability or delay in obtaining supplies of adequate or suitable materials; unavailability of or interference with the usual means of transporting the Products or compliance with any law, regulation, order, recommendation or request of any governmental authority (each a "Force Majeure Event").
- 13.2. The Impacted Party shall give the other Party notice of any Force Majeure Event, stating the period of time the occurrence is expected to continue. In the event of a shortage of any Products due to a Force Majeure Event, FutureDrop may apportion its available Products among itself, its affiliates, and all its customers in such equitable manner as it deems fair and reasonable. Any delivery date may be extended, at the option of the Impacted Party, to the extent of any failure or delay in its performance is caused by or results from any Force Majeure Event. If the failure or delay of the Impacted Party's performance exceeds sixty (60) days, either Party is entitled to terminate the concerned Service Contract with immediate effect. To the extent FutureDrop has not fulfilled its obligations under the Service Contract it shall refund to the Customer the corresponding portion of the Purchase Price it has received, and to the extent FutureDrop has fulfilled its obligations under the Service Contract, it shall be entitled to the corresponding portion of the Purchase Price. Except as set forth in the preceding sentence, neither Party shall have any claim for damages against the other Party.

14. TERM AND TERMINATION

- 14.1. The Service Contract shall enter into force on the start date defined in the Service Contract (the "Start Date"). It shall remain valid until it is terminated by one of the Parties in accordance with the following provisions.

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- 14.2. The Service Contract shall remain in force for twelve months (the "Initial Term") and for subsequent extension periods of a further twelve months each (the "Extension Periods") unless the Service Contract is terminated by either Party at least three months prior to the expiry of the Initial Term or the relevant Extension Period. The Initial Term and the Extension Period are automatically extended unless the Service Contract is terminated. A different Initial Term or Extension Period can be specified in the relevant Service Contract.
- 14.3. Notwithstanding the foregoing provisions, either Party may terminate the Service Contract at any time with immediate effect if the following events affect the other Party:
- bankruptcy or similar events, such as the appointment of an administrator, liquidator or other representative with similar powers;
 - the cessation of business operations, winding up or liquidation of the other Party, except for the purpose of reorganizing the company; or
 - if the other Party breaches material obligations under the Service Contract and has not remedied this breach within 30 days of receiving written notification from the other Party. Failure to pay Service Fees or Additional Fees on time shall always be considered a material breach in this respect.
- 14.4. Termination of any kind in accordance with the Service Contract must be notified in writing to be valid.
- 14.5. Upon termination of the Service Contract, FutureDrop shall no longer be obliged to provide any Services under the relevant Service Contract, and all Service Fees and Additional Fees shall become due and payable immediately. In addition, each Party must immediately destroy any confidential information provided by the other Party.
- 14.6. The Customer hereby acknowledges and agrees that FutureDrop is not obliged to retain any data provided by the Customer and that such data may be irretrievably deleted and destroyed by FutureDrop within 30 days of termination of the Service Contract.
- 14.7. Termination of the Service Contract shall not release either Party from their respective obligations to the other Party that arose prior to the effective date of termination. All provisions of the Service Contract which by their nature should survive the termination or expiration of the Service Contract shall remain in force, including, but not limited to, accrued rights to payment, confidentiality obligations, warranty disclaimers and limitations of liability.

15. CONTRACT CHANGES

- 15.1. FutureDrop shall inform the Customer of any amendments or other changes to the Service Contract with a notice period of at least four weeks. The Customer has the right to object to the change within 10 days of receipt of the corresponding notification. If the Customer does not object in due time, the amendment shall be deemed accepted and shall become effective. If the Customer objects to the amendment in due time, FutureDrop may, at its discretion, continue the Service Contract in line with the original terms and conditions, or terminate it with effect from the date on which the amendment to the Service Contract was to take effect.
- 15.2. Section 15.1 above also applies with regard to fees. However, FutureDrop may unilaterally adjust the fees without observing Section 15.1 above, provided that the fees are not increased by more than 10% per calendar year.
- 15.3. FutureDrop may change the characteristics and functionalities of the Products (including software) and the Services owed under the Service Contract at any time and at its own discretion without having to comply with Section 15.1 above, provided that the functionalities of the Products concerned and the Services to be provided are not significantly impaired as a result and that the change does not result in an increase in fees.

16. MISCELLANEOUS

- 16.1. All notices required or permitted to be given hereunder shall be in writing and shall be addressed to the Parties at their respective addresses set forth in the Quote or as otherwise agreed in writing. Each such notice shall be delivered to the addressee by hand, by certified mail, return receipt requested, or by nationally recognized overnight courier service. A notice shall be deemed delivered: if by hand, when handed to the recipient; and when sent by certified mail or courier service, upon electronic notification that delivery was made or was attempted three times. Notwithstanding the foregoing, routine communications between the Parties in the course of performance under the Service Contract may be made by email.
- 16.2. These GTC and the Service Contract may only be amended or modified in a writing which specifically states that it amends these GTC and the Service Contract and that is signed by an authorized representative of each Party unless otherwise provided in Section 15 above.
- 16.3. Should one or more of the provisions of the Service Contract be or become void or ineffective, this shall not affect the remaining parts of the Service Contract. In the event that a clause is invalid or ineffective, it shall be replaced by a clause that comes closest to the economic purpose of the invalid provision.
- 16.4. The relationship between the Parties is that of independent contractors. Nothing contained in the Service Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

- 16.5. The Service Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Customer.
- 16.6. The Customer shall have no right to offset payments unless its claim has been expressly acknowledged in writing by FutureDrop or has been established in a final judgment by a court of competent jurisdiction. The Customer shall not have the right to assign claims to third parties without the written consent of FutureDrop.
- 16.7. FutureDrop shall be entitled to assign the Service Contract and the rights and obligations contained therein or parts thereof in whole or in part. The Customer shall not assign any of its rights or obligations under the Service Contract to any person without FutureDrop's prior written consent.
- 16.8. The failure or omission of FutureDrop to enforce any of the provisions of the Service Contract shall not be construed or deemed to be a waiver of FutureDrop's rights, nor shall it affect the validity of the entire Service Contract or any part thereof. It in no way affects the rights of FutureDrop to take subsequent measures.
- 16.9. Headers in these GTC and the Service Contract are for convenience only.
- 16.10. The Service Contract and these GTC shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Delaware. The Parties specifically exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.11. The state and federal courts with jurisdiction over the principal place of business of FutureDrop shall have exclusive jurisdiction to resolve any legal suit, action or proceeding arising out of or in connection with the Service Contract. Notwithstanding the preceding sentence, FutureDrop shall also be entitled to bring any action to enforce its rights under the Service Contract against the Customer at the Customer's place of business.
- 16.12. Each Party acknowledges and agrees that the remedies at law for a breach or threatened breach of any of the provisions of Section 11 above (Intellectual Property) or 12 above (Confidential Information), would be inadequate and the Party affected by such breach or threatened breach (the "**Affected Party**") would suffer irreparable damages as a result of such breach or threatened breach, and each Party agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Affected Party shall have the right to seek from any court of competent jurisdiction equitable relief in the form of specific performance, a temporary restraining order, or a temporary or permanent injunction or any other equitable remedy which may then be available, without posting a bond.

April 2025

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