

General Terms and Conditions of Seervision AG

Preamble

Seervision AG, having its registered office in Zurich, Switzerland (registration number CHE-494.139.707) ("**Seervision**") has developed video analysis algorithms software for real-time object recognition, re-identification and scene segmentation; software for real-time object motion prediction; software for motion planning and control; software for camera, lens and pose calibration; software for the control of robotics; allowing multi-camera robot setups to collaborate and perform tasks of traditional camera work autonomously (the "**Technology**").

For the use of the Technology, Seervision has developed and is the owner of all rights to certain hardware such as a computer server rack (the "**DoP**"), which stands for "director of photography" as well as a pan tilt unit for controlling camera movements (the "Robotic Head") (all together the "Hardware").

These general terms and conditions (the "**GTC**") together with Seervision's individual purchase order form (the "**Order**") and/or Seervision's individual special conditions sheet (the "**Special Conditions**" or "STC") and/or Seervision's unexpired offer (the "**Offer**") and/or any separate agreements that are concluded in this respect in writing (like e.g. trial agreements, service or service level agreements, distribution agreements, technical agreements, etc.; the "**Separate Agreements**") are the binding agreement (the "**Agreement**") between Seervision and its customers regarding the use of the Technology, the Hardware and/or any other products or hardware relating to the Technology (all together the "**Products**") and all services Seervision provides in relation therewith (the "**Services**"). In case of any deviations or conflicts between parts of the Agreement, the Order and/or the Special Conditions and/or the Offer and/or the Separate Agreements shall prevail over the GTC. In case of any deviations or conflicts between parts of the Agreement that are not the GTC the following order of preference shall apply: (1) Separate Agreements, (2) Special Conditions, (3) Order, (4) Offer (lower number overrides higher).

1 Definitions

- "**Agreement**" has the meaning set forth in the preamble of these GTC;
- "**Charges**" has the meaning set forth in the Order and/or the Special Conditions and/or the Separate Agreement;
- "**Data Subjects**" has the meaning set forth in the definition of "Personal Data";
- "**Documentation**" means user manuals, assembly instructions, product descriptions and specifications; technical manuals, license agreements, supporting materials and other information relating to Seervision's Products or Services or the Technology, whether distributed in print or any type of electronic format;
- "**DoP**" has the meaning set forth in the preamble of these GTC;
- "**GTC**" has the meaning set forth in the preamble of these GTC.
- "Hardware" has the meaning set forth in the preamble of these GTC;
- "**License Fee(s)**" has the meaning set forth in the Order and/or the Special Conditions;
- "**Licensee**" means the customer of Seervision regarding the use of the Technology, the Products and/or the Services;
- "**Licensee Data**" means all works and data (Personal Data as well as other data) created in connection with Licensee's use of the Technology and/or the Products;
- "**Offer**" has the meaning set forth in the preamble of these GTC;
- "**Order**" has the meaning set forth in the preamble of these GTC and particularly means the order form which includes the specification of the Technology, the Hardware and any individual terms agreed between the Parties;
- "**Party**" or "**Parties**" means Seervision and the Licensee;
- "**Personal Data**" means any information (in particular pictures, names, contact details or addresses) relating to an identified or identifiable natural person whereby an "identifiable natural person" is one who can be

identified, directly or indirectly, in particular by reference to an identifier such as a picture, name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person ("**Data Subjects**").

- "**Plug-In**" has the meaning set forth in section 2.2 of these GTC;
- "**Processing**" or to "**Process**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- "**Products**": has the meaning set forth in the preamble of these GTC;
- "**Purpose**" has the meaning set forth in section 2.2 of these GTC;
- "**Seervision IP**" has the meaning set forth in section 6.1 of these GTC;
- "**Seervision Partner**" means a Seervision authorized distributor, reseller or system integrator authorized by Seervision to license the Technology and/or sell the Products;
- "**Separate Agreements**" has the meaning set forth in the preamble of these GTC;
- "**Services**" has the meaning set forth in the preamble of these GTC;
- "**Special Conditions**" has the meaning set forth in the preamble of these GTC;
- "**Sub-Processors**" means Seervision's external contractors including but not limited to Google LLC (USA) and Google Ireland Limited (Ireland) and/or web host and cloud services including but not limited to Google Drive and Google Cloud that are with respect to the Processing of Personal Data subject to materially the same data protection and confidentiality obligations as set out in this Agreement and that provide for an adequate level of Protection of Personal Data;
- "**Term**" has the meaning set forth in section 11.1 of these GTC;

2 Provision of Technology, DoP, Documentation, Services and License Rights

- 2.1 Subject to the GTC herein, Licensee shall have the non-exclusive right to use the Technology and/or the Products and/or Services as provided by Seervision or a Seervision Partner to Licensee.
- 2.2 Seervision or as Seervision Partner will provide Licensee with a built-in or separate plug-in or any other means of remote access (the "**Plug-in**") for installation on Licensee's servers or to enable remote access by and Licensee Data transmission to Seervision for the purpose of improving the Technology by means of monitoring, evaluating, improving, enhancing, testing, analysing and training the algorithms pertaining to the Technology (the "**Purpose**"). Licensee agrees to the use of such Plug-in and to enable and/or install it.
- 2.3 Licensee acknowledges that Seervision is not obligated to provide any other software (including any other executable or source code) to Licensee and that no other licenses or rights are granted herein.
- 2.4 Except as expressly permitted herein, Licensee shall not, and shall not permit any third party, to
 - (a) copy or reproduce the Technology, the Plug-In, the Products or any part thereof, except in accordance with the rights granted herein and/or as specified in the Order;
 - (b) sublicense, sell, rent, lease, loan, deliver, distribute, publish or provide the Technology, the Plug-In, the Products or any part thereof;
 - (c) modify, alter, adapt, translate or edit the Technology, the Plug-In, the Products or any portion thereof, or create derivative works based thereon;
 - (d) reverse engineer or attempt to determine the underlying code of the Technology, the Plug-In, the Products or any portion thereof;
 - (e) use the Technology, the Plug-In or the Products in any way other than in accordance with Seervision's instructions;
 - (f) use the Technology, the Plug-In or the Products in any unlawful, illegal, fraudulent or harmful way or to use them in connection with unlawful, illegal, fraudulent or harmful purposes or activities; or
 - (d) bypass any security measure or access control measure of the Technology or the Products.

3 Data and Privacy

- 3.1 Licensee is responsible for and undertakes to procure the transmission of Licensee Data to Seervision for the Purpose via the Plug-in or other means of remote access. Licensee is further responsible for ensuring that collection, storage, processing, use, copy, distribution, alteration, transfer and retention of the Licensee Data as contemplated under the Agreement complies with applicable privacy and data protection laws, including those applicable to Data Subjects and those related to obtaining appropriate consents from Data Subjects where required.
- 3.2 Each of Licensee and Seervision shall assume responsibility for data security on its systems and implementation of all appropriate technical and organizational security measures in compliance with applicable privacy and data protection laws.
- 3.3 As between the Parties, Licensee shall own all right, title and interest in and to the Licensee Data.
- 3.4 Licensee grants Seervision a non-exclusive, royalty-free and fully paid-up right to use the Licensee Data in a non-aggregated or aggregated form for the Purpose. Seervision shall not share any video material containing Personal Data that is part of the Licensee Data with any third party other than the Sub-Processors without Licensee's consent which Licensee agrees not to unreasonably withhold. Licensee acknowledges and agrees that Seervision may process and share all other Licensee Data that does not (or after anonymization or pseudonymization not anymore) contain Personal Data such as but not limited to robot positions and commands; camera settings; lens positions and settings; object positions and poses; user inputs at its free discretion.
- 3.5 If and to the extent obliged to by applicable mandatory data protection or information privacy laws Seervision will adhere to the following provisions:
Seervision (if and to the extent it is considered processor of Personal Data) will assist Licensee (if and to the extent it is controller of Personal Data) for the fulfilment of Licensee's obligations to respond to requests for exercising the Data Subject's rights with respect to notice, transparency, information, access to Personal Data, rectification/correction and erasure, right to object, automated individual decision-making and portability, against reasonable compensation as agreed between the Parties on an individual basis. Further, Seervision will assist Licensee in ensuring compliance with the obligations with respect to security of Personal Data, privacy/data protection impact assessment and related consultations of data protection authorities, against reasonable compensation as agreed between the Parties on an individual basis. At Licensee's explicit written request, Seervision will delete, return to Licensee or rectify Personal Data and delete existing copies unless applicable law requires storage of the Personal Data, against reasonable compensation as agreed between the Parties on an individual basis. Also, Seervision will make available to Licensee all information necessary to demonstrate (e.g. to the competent regulatory authorities) compliance with the obligations according to this Agreement and/or applicable data protection or information privacy laws and allow for and contribute to audits to the extent required and reasonable to Seervision, including inspections, conducted by Licensee or an auditor mandated by Licensee and acceptable to Seervision (non-competing, subject to confidentiality, etc.), against reasonable compensation as agreed between the Parties on an individual basis. Additionally, Seervision will inform Licensee immediately if Seervision becomes aware of a security breach impacting Personal Data and assist with breach investigation, mitigation, and remediation.
- 3.6 Licensee hereby confirms to immediately and fully inform Seervision if Licensee detects any breaches, errors or discrepancies as regards the Processing of Personal Data or as regards applicable data protection or information privacy laws. If Data Subjects address themselves to Seervision for exercising their rights with respect to information, rectification and/or erasure as regards their Personal Data, Seervision will direct the Data Subjects to Licensee, to the extent that an allocation of the Data Subject to Licensee is possible. Seervision will forward such a request to Licensee without undue delay.

4 Service Levels

- 4.1 While Seervision has developed the Technology with a view to a 24/7 usability, Seervision cannot guarantee an uninterrupted availability of the Technology or specific service levels.
- 4.2 Licensee understands that Seervision's ability to provide the Technology is dependent on Licensee complying with certain technical requirements as will be communicated by Seervision to Licensee. Any specific service levels, availability and response times as well as service fees individually agreed with Licensee shall be set out in the Order and/or the Special Conditions and/or the Separate Agreement.

5 Fees and payment

- 5.1 Licensee shall pay Seervision the License Fees and other Charges as set out in the Order, the Offer and/or agreed in the Special Conditions and/or the Separate Agreement.
- 5.2 Payment of all License Fees, Charges, expenses and other charges shall be made in Swiss Francs or any other currency as specified in the Order, the Offer and/or Special Conditions and shall be free of any deduction, withholding, counterclaims or other forms of credit or set offs. If not explicitly stated otherwise License Fees and Charges shall be net of any VAT (if applicable) and Licensee payments shall include any applicable sales or use taxes, including, without limitation, any VAT (value added tax, if applicable). In addition to any sales/use taxes, payment of any fees shall be grossed up to take account of withholding taxes, if any, so that after any withholding tax the amount remitted by the Licensee is the full amount which would have been remitted had there been no withholding tax.
- 5.3 If Licensee fails to remit any payment due to Seervision pursuant to this Agreement within thirty (30) days of its due date as stipulated in the Order and/or the Special Conditions, annual compound interest at a rate equal to the lesser of (i) four (4) percentage points above the twelve (12) month EURIBOR and (ii) the maximum interest rate permitted by applicable law in Switzerland will accrue on a pro rata daily basis and be payable on any such unpaid amount as a late payment, it being understood that the foregoing will not be in lieu of but will be in addition to, any other rights and remedies available to Seervision. Said interest will commence to accrue on the date when Licensee fails to remit payment and shall continue to accrue until such payment obligation is fully satisfied.

6 Intellectual Property

- 6.1 Licensee acknowledges that Seervision has and shall retain all right, title and interest in the Technology and all intellectual property, data and know how pertaining to the Products and/or the Technology, including all enhancements, improvements and modifications thereof ("**Seervision IP**").
- 6.2 If Licensee provides Seervision with any feedback regarding the Products and/or the Technology, Seervision may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

7 Confidentiality

- 7.1 Licensee undertakes to respect the confidentiality as regards to the execution, performance and the terms of the Agreement and agrees to abstain from disclosing its contents and all information provided to it by Seervision in connection with the Agreement, the Products and/or the Technology without prior written approval of Seervision.
- 7.2 Licensee, however, shall be entitled to disclose confidential information to the extent that it is requested to such disclosure by applicable law or regulations or court proceedings.

8 Delivery and Acceptance

- 8.1 Seervision shall supply the Licensee with any Technology and/or

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Products as further specified in the Order and/or Specific Conditions. Depending on the specification in the Order and/or Specific Conditions and/or the Separate Agreement, it might be that the Licensee will not be provided with any DoP or other hardware but only with an online-access to download or access the Technology.

- 8.2 Acceptance and warranty in case of purchase of Products: Licensee shall inspect the delivered Products immediately upon delivery and give Seervision written notice including a detailed description of the defects within fourteen (14) days following delivery if any Products are not technically acceptable, deviating from what was contractually agreed or defective. In the case of a justified warranty claim Seervision is entitled at its own discretion and costs to rectify the defect or condition or to replace the Products (in part or in full), as applicable. If rectification or replacement fails within thirty (30) days from notice, the Licensee shall be entitled to terminate the Agreement. Where no such notice is given by the Licensee in respect of any Products, or any replacement thereof (as applicable), the same shall be deemed accepted by the Licensee upon expiry of the above notice period, or earlier, where actual notice of acceptance is given by the Licensee. Except as provided herein, Seervision shall have no other obligation or liability whatsoever with respect to any Products not being suitable or as agreed or being defective.
- 8.3 Treatment and return in case of leasing of Products: In the case of a defect or deviation from the contractually agreed condition or character of the Products, Seervision shall be entitled at its own discretion and costs to rectify the defect or condition or to replace the Products (in part or in full), as applicable. If rectification or replacement fails within thirty (30) days from notice, Licensee shall be entitled to terminate the Agreement. After the term of this Agreement, Licensee shall return to Seervision the Products without undue delay and at own costs. Licensee acknowledges that Seervision is and shall remain the sole proprietor or owner of the leased Products during the entire term of this Agreement and thereafter. Licensee shall treat the leased Products with utmost care.
- 8.4 Insurance in case of leasing of Products: Licensee shall obtain and maintain in effect at all times insurance in respect of the Products, and any other materials supplied by Seervision hereunder, against loss, theft, damage (other than normal wear and tear) or destruction until the same have been returned to Seervision or erased (if applicable) in accordance with the terms of this Agreement. All costs of such insurance shall be borne by Licensee.

9 Representations and Warranties

- 9.1 Seervision represents and warrants to the Licensee that (a) it has the right, authority, and legal capacity to grant any rights set forth herein, and further that it is entitled to provide the Technology and/or Products as contemplated herein; (b) to the best of its knowledge, the Technology and/or Products do not violate, infringe or otherwise conflict or interfere with any copyright, trade secret, trademark, patent or any other intellectual property or proprietary technology or design right of any third party.
- 9.2 Except as expressly set out above Seervision disclaims and excludes all other warranties, representations, conditions and other terms express or implied, (and where implied whether implied by statute, course of dealing, or otherwise), including without limitation any implied terms as to quality, conformance with description, or for purpose. Seervision does not guarantee the adequacy, accuracy, timeliness or completeness of the Technology and/or Products or any component thereof. The Technology and/or Products are supplied "as is".
- 9.3 In particular, Seervision does not make any guarantee that the Technology, and/or Products will be useful or will result in any particular level of business or income. Seervision does not guarantee the Technology and/or Products will be operable at all times or during any down-time including but not limited to any down-time (a) caused by outages to any public internet backbones, networks or servers, (b) caused by any failures of the Licensee's equipment, systems or local access services, (c) for maintenance, or (d) due to force majeure or any

events beyond Seervision's control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, natural disasters, or interruptions in internet services to an area where Seervision or its servers are located.

10 Limitation of Liability

- 10.1 Seervision's liability for the Technology and/or Products is fully excluded with the exception of direct and immediate damages arising out of intentional or grossly negligent acts by Seervision.
- 10.2 To the maximum extent permitted by applicable law in no event shall Seervision (or its directors, officers, affiliates, agents or employees) have any liability for any consequential, indirect, special or punitive damages, and or any financial loss, loss of profit or expense arising out of or relating to the Technology and/or Products.

11 Term and Termination

- 11.1 The term of the Agreement ("Term") shall commence on the date specified in the Order and/or the Special Conditions and/or the Separate Agreement and shall continue for one (1) year (the "Initial Term") if not specified otherwise in the Order and/or Specific Conditions and/or Separate Agreement. Upon the expiration of the Initial Term, the Agreement shall be renewed automatically for successive renewal terms equivalent in duration of one (1) year (the "Renewal Term") unless terminated by either Party by providing two (2) months written notice of its intention not to renew this Agreement prior to the end of the Initial Term or any current Renewal Term.
- 11.2 Extraordinary termination: Either Party may terminate the Agreement upon written notice to the other Party with immediate effect (i) if the other Party shall materially breach the Agreement and not cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-breaching Party, or (ii) if the other Party becomes insolvent, bankrupt or petitions or applies to any court, tribunal or other body or authority for appointment of, or there shall otherwise be appointed, any administrator, receiver, liquidator, trustee or other similar officer of the other Party or of all or a substantial part of the other Party's assets; or (iii) if the other Party announces its inability to meet its obligations for the payment of money or ceases its payments generally when same come due; or (iv) if the other Party is dissolved or enters into liquidation.
- 11.3 Upon any termination of the Agreement, Seervision shall cease providing the Technology and/or any Products and the Licensee shall cease all use of and (in case of a lease according to section 8.3) return the Products. Upon any termination of the Agreement Licensee grants Seervision final remote access to Licensee's servers containing the Technology in order to enable Seervision to re-install the operating system without any of Seervision's Technology and/or delete the Technology. In addition, Licensee shall, upon Seervision's request, confirm in writing the deletion of all Technology.

12 General

- 12.1 The Agreement contains the entire agreement between the Parties relating to the subject matter covered and supersedes any previous agreements, arrangements, written or oral, between the Parties in relation to such matters. Notwithstanding any provision contained in any other contract, no license, purchase order or other form shall be deemed to supersede the terms and conditions of the Agreement.
- 12.2 No amendment, variation or modification of the Agreement shall be deemed valid unless it is in writing and signed by the Parties.
- 12.3 Seervision reserves the right to change these GTC at any time. Changes will be made available on the Seervision website and will take effect when they are activated.
- 12.3 If any provision of the Agreement shall be held to be illegal, void, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
- 12.4 The rights granted herein to the Licensee are personal and Licensee is

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not entitled to assign the Agreement itself or rights and obligations set forth therein.

- 12.5 The Agreement shall be governed by the substantive laws of Switzerland, excluding conflict of law principles as well as the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) as amended from time to time and the Parties submit to the exclusive jurisdiction of the Courts of Zurich, Switzerland, venue being Zurich 1.